

The Setting

31

improper to eat meat without introducing some element of gift exchange, very much like 'party food' in our own society. 439

In general, people take any wood they need from their own land. The only record I have of transactions involving wood concerns the obtaining of less common building materials for houses. My informants made a clear distinction between gifts of bush trees and gifts of sago. The former kind create no specific debt but whenever sago is taken a return gift is expected, because, I was told, sago is a cultivated plant. 437
438
[261]

With regard to feathers and *hambo*, attitudes differ as between areas where raw materials are plentiful and areas where they are rare. On the Mount Lamington foothills they seldom enter the exchange network — perhaps once a generation, during a ceremony of uncommon importance. On the alluvial plains, they are a frequent trade item.⁸ Of other items of traditional trade, betelnuts and lime are the most important. Betelnut grows only on the foothills; lime is made of shells collected on the seashore. It was, and is, therefore common to exchange one for the other, as betelnut can be chewed only together with lime and betelnut chewing is as popular a social activity among the Orokaiva as it is throughout New Guinea and Indonesia. A peppery plant called *hingi* (piper betel) is always chewed with the other two ingredients. This again grows best on the hills, so that it is often exchanged with the betelnuts. The alluvial plains are in a poor bargaining position with regard to the betelnut complex as they produce none of the ingredients from their own land. It may be partly for this reason that they are accustomed to accumulating animal products and to using these as objects of trade. [276]

By far the largest number of exchanges take place within a village, only a minority of transactions occurring between members of different village [279]

TABLE II/7

ACQUISITION OF 'HAMBO' AND 'DI'

(Source: Crocombe and Hogbin 1963: 51; Rimoldi 1966: 80)

	<i>Sivepe</i>		<i>Inonda</i>	
	<i>Hambo</i>	<i>Di</i>	<i>Hambo</i>	<i>Di</i>
Inheritance, cash value (\$)	48.40	17.60	18.60	5.70
Percentage	53%	40%	17%	12%
Cash Purchase, value (\$)	9.30	4.50	36.10	2.00
Percentage	10%	10%	33%	4%
Bride price or other exchanges, value (\$)	17.70	6.50	48.30	17.90
Percentage	19%	14%	44%	38%
Made or caught, value (\$)	16.60	15.40	5.90	21.10
Percentage	18%	35%	5%	45%
Total, value: (\$)	92.00	44.00	108.90	46.70

425
301
292
435

Land

95

Why does man have this duty? According to the data I have presented, the duty arises out of a promise made at the time of birth. The land is identified with the ancestor who gave the infant its body. The cultivator works not only to 'survive' but also to repay to that ancestor the debt he has incurred by being given a body.

These beliefs are relevant not only to land as a mediating element between living and dead, but also between man and man. The religious system is unconcerned with the consanguineous relationship between the living servitor and the spirit of the dead. It is the service alone that counts, while the capacity to provide the service rests on no more than the authorised occupancy of land. The implication for land transactions between men is that such transactions can never be purely economic.

In the present instance Jarata's brother, in lending his plot to a classificatory brother-in-law, simultaneously passed over the duty to care for the spirit of his dead brother, whose spirit resided on that plot. This is especially interesting as that affine (and his son Jarata (2), if he had lived) belonged to a clan different from the spirit's. Thus, on a religious level, there is no recognition of a clan's 'right' to certain land, but only of a sequence of cumulative co-operative acts between man and spirit, such that each move by one party calls forth an appropriate move in response. We shall now turn to the social aspect of these transactions, i.e. the conditions upon which authorised occupancy is granted.

4. *Transfer of Useholds between Agnates*

In suggesting that land transfers should be studied as social rather than as economic transactions, we may meet with the initial objection that land transfers occur in response to economic needs and are adequately explained without introducing social considerations. But among the Orokaiva, there are many land transfers for which an economic explanation would in practice be hard to find. Certainly there are cases where land is transferred to a household notably short of land, but I know of more cases where the purpose of transfer was to have the company of a good friend on a neighbouring plot and other cases where the only discernible purpose was to make a gift and strengthen a social bond. Crocombe and Rimoldi have recorded a large number of land transfers in Inonda and Sivepe, a large proportion of which were outside the extended family and even outside the lineage. By no means all of these were redistributions to help the deprived. Many were mainly for the sake of strengthening sociability. It is therefore reasonable to inquire into the significance of land in the mediation of social relationships.

We may, first of all, divide these transfers into two broad types: those occurring within corporate groups, and those occurring outside them. In a strict unilineal system, it would be possible to draw a land map showing areas owned by a lineage, and if the system were segmentary, one might speak of a clan domain, a tribal domain and so forth. Such boundaries would theoretically remain unchanged in perpetuity as each generation inherited holdings in the patriline or matriline. No New Guinea system of which we have a recent professional description approximates even remotely to such a model, at least in practice, as we find that many land holdings in so-called patrilineal groups pass into the hands of uterine kin and affines. Among the Orokaiva the departures

423 from a patrilineal norm are so frequent that it is unusual for any man to hold
 • 425 precisely the same blocks as his father who was *enda mama* before him. Nor do
 611 clan boundaries and village boundaries remain unchanged for any length of time.
 In themselves, such departures from patrilineal ideology do not in the least
 reduce the usefulness of a descent model for the explanation of Orokaiva land
 tenure, providing that we can plausibly regard all departures from the patrilineal
 rule as random responses to the vicissitudes of life. In the past, some New
 Guinea ethnographers have proceeded from this assumption, whereas others (e.g.
 Lawrence 1967) were willing to recognise structural regularities in the transfer of
 land to persons other than agnates:

The potential social relationships which can be deduced from titles to land
 are of great theoretical importance. They represent an interlocking system of
 rights and obligations which can reinforce purely biological relationships
 (those of kinship and descent) within the security circle. (Lawrence
 1967:114)

428 The first question that needs to be resolved, in the case of the Orokaiva, is
 whether there is really a *rule* enjoining a man to leave his land to his sons (if he
 423 has any). I found the rule to be much more ambiguous. If a man has sons, he is
 425 expected to leave them *at least half* his land, but he is free to dispose of the
 other half to others — sisters, daughters, adopted children, for example. Thus a
 degree of freedom of disposition is *built into the Orokaiva system*. The many
 cases of non-patrilineal inheritance quoted by Rimoldi, and others I could add,
 are therefore not exceptions to a rule but the operation of a rule clearly stated
 by informants. In this discussion, I shall first show on a purely empirical basis
 that some land transfers are explained by a principle of descent and others on
 the principle of what Lawrence calls reinforcement of relationships within the
 security circle. Next, I shall investigate how far the transactional model
 developed above can provide a principle of higher generality which will
 sufficiently explain *all* land transfers, patrilineal and other. In the present section
 I shall concentrate on transfers within the patrilineage.

596 We have seen earlier in this discussion that the obligation to 'look after' a plot
 423 of land formally arises out of an arrangement between an individual (a newly
 born child) and an ancestor. In practice, however, the ultimate responsibility
 [554] falls on the head of the extended family, the 'father of the ground' (*enda*
mama). This *enda mama* inherits his title from his father or elder brother who
 died before him. If he has sisters, younger brothers, children or grandchildren, all
 [769] these will regard him as *enda mama*. Thus, the death of an individual will not
 affect the performance of the obligation to ancestors living on the land, as the
enda mama will either discharge these obligations himself or appoint some other
 occupier to carry them out.

596 Politically, the *enda mama* acts as leader of his group both externally and
 internally. In external disputes he champions members of his group against the
 claims of outsiders. This role is an exceedingly important one and many
 examples are given where a young man who had a perfectly valid claim to land
 could not take possession of it because he had nobody to 'speak for him'. (His
 [627] father was dead.) Internally, in conflicts between members of the extended
 family, the word of the *enda mama* is final. Nobody outside the family can

Land

97

intervene, nor can juniors overrule the *enda mama*. In theory, a man who will not accept the decision of the *enda mama* has no option but to leave the village and forfeit his patrimony. 596

Economically, the *enda mama* is theoretically in full control of all products of the soil and of all resources owned by his family. He also has full control over the allocation of land to family members and others, with the proviso that his sons, if any, should get at least 'half' of the land when he dies. [423] [428]

In summary, the religious, political and economic attributes of the extended family enable us to describe it undoubtedly as a corporate group. It has to be recognised, however, that the parcels of land controlled by this corporation vary considerably from generation to generation. A corporation will shed parcels which are permanently vested in other lineages, and will obtain new parcels from uterine kin and others. Plant (n.d.), Belshaw (1951), Crocombe and Hogbin (1963) have all treated this land corporation as comprising a 'lineage', so that it may seem idiosyncratic that I am calling it an 'extended family'. My reason for changing the description is that I was unable to find any case of an extended family lacking an *enda mama*. There are, of course, lineages comprising more than one extended family, but in such cases one finds more than one *enda mama*. Crocombe and Hogbin, faced with this phenomenon, added the term 'sub-lineage' to their pyramid of segmentary patrilineal groupings, but their small sample contains no case of a 'sub-lineage' comprising more than one extended family. In these circumstances we may well delay discussion of the range of control of the *enda mama* until we examine patrilineal ideology in Chapter X. 596 613 [423] [425]

We notice, however, an apparent conflict between patrilineal ideology and practice. According to the ideology, an Orokaiva patrimony is passed on from an *enda mama* to his successor; there is no rule for splitting up the patrimony between the sons of a deceased *enda mama*. How does it come about, then, that every extended family has its own *enda mama*? The process is easy to describe. It is customary for an *enda mama* to allocate land to all married men of his extended family on a more or less permanent basis. He has the right to change these allocations when special circumstances arise but changes do not occur often. As the *enda mama* becomes older, and less able to make his own gardens, he tends to distribute more and more plots, either to his sons or to other persons of his choice. Though the patrimony remains undivided in theory, in practice it is being divided. In this subdivision, the rights of brothers are supposed to be equal regardless of seniority. 596 423 425 [428]

When the older brother dies, the position of *enda mama* passes to the younger brother. The sons of the elder brother then retain no rights of succession and will depend for their well-being on the new *enda mama*, their uncle, who often adopts them if they are young. If the younger brother dies, and there are no other brothers left, the younger brother's eldest son becomes *enda mama*. The custom in such cases seems to be that the portion of the original patrimony set aside for the elder brother should go to the sons of the elder brother; the portion set aside for the younger brother should go to the sons of the latter. Theoretically the eldest son of the younger brother would be *enda mama* over the entire original patrimony but in practice a gradual splitting up would be inevitable. Orokaiva do not easily accept the authority of their cousins or adoptive brothers. 596 428

613 Previous research such as that of Rimoldi (1966) has shown clearly enough that the Orokaiva patrilineage is not *in practice* an enduring corporate group. The model I am proposing here goes further: it states a rule according to which [428] patrimonies are fragmented and the fragments constituted into new units. It follows from this rule that neither lineage membership nor the principle of patrilineage (cf. Barnes 1962, 1967) suffices to account for the inheritance of landed estates.

596 The basic condition for inheritance is that there should be a continuing filial or quasi-filial relation, usually based on co-residence and filial services, thus inducing the *enda mama* to make an appropriate response and continue the protection of the real or fictive junior, as symbolised by the transfer of land, often in gradual steps during the *enda mama*'s lifetime.

428 Having shown that patrilineage is not a sufficient condition for land inheritance, we shall proceed in the next section to show that it is also not a necessary condition. This argument will be followed by an exposition of an alternative model based on the principle of exchange.

5. Transfers of Land outside the Corporate Group

423 The land transfers so far discussed were conducted between agnates and largely prescribed by rules of inheritance. We have seen that there is some freedom of disposition, as the father is not obliged to transmit more than half of his land to 425 his sons. His freedom is even greater if he has no resident sons or brothers. Even [429] a man with many sons and brothers, and with only limited land holdings, is not prevented from making occasional land transfers, though these are more likely to be on only a temporary basis.

423 The extent of known transfers outside the rules of patrilineal succession has been recorded for the villages of Sivepe and Inonda. In Sivepe more than half of 425 104 parcels of land belonging to the Jegase clan have been so transferred (Rimoldi 1966:59) whereas only 15 out of 34 gardens investigated were planted 613 by primary members of the right-holding lineage (*ibid.*: 70). In Inonda, the 614 proportion was 20 out of 55 (Crocombe and Hogbin 1963:34). Recipients were sometimes members of the same clan but of a different lineage: sometimes they were members of another clan. The whole of the land now occupied by the Andirha clan of Inonda was donated by the Tandai'undi of Seva in 1915, when they were affines.

423 Most of these transfers were made to sisters and daughters of the *enda mama* and, by implication, to the men who had married these women. They were most 425 commonly full sisters and full daughters, but there are many cases involving classificatory and adoptive relationships. The making of such gifts depends 583 partly on inclination; a man who greatly dislikes his son-in-law will not settle land on him. If the daughter marries outside a radius of about three miles from the home village, she usually receives no land. Many women who marry in a [593] neighbouring village receive land close to the boundary. The popular explanation of such gifts is the deep love between a man and his sister (or his daughter).

[582] There is, however, another consideration which may have encouraged these transfers: the Orokaiva practised preferential patrilineal cross-cousin marriage, so that a village which allowed a woman to cultivate land, while married in an

Land

101

adjoining village, might receive land at a later date when that woman's daughter married, according to the rule, in her mother's home village. This kind of pattern is described by Hogbin (1967:24) for the Wogeo, who operate a system of dowries in conjunction with second-degree patrilineal cross-cousin marriage.

Often land is granted, on a temporary or even life-long basis, to persons other than sisters or daughters. Land transfers may arise in a variety of social relationships which cannot be easily categorised. In Inonda, where the village domain is rather large, land is often lent by one lineage to another so that cultivation areas can be close together or contiguous. This is done because people like to work at not too great a distance from one another. In Sivepe, some land loans were made from a similar motive, mostly for rubber gardens. When migrants from Garombi² settled in Sivepe, several grants of land were made to them, both for taro and yam gardens. Such arrangements do not usually extend beyond the life time of the recipient although I do know of exceptions. If the gift endures, it signifies a close and permanent bond between families who may be unrelated by kinship.

From the viewpoint I have adopted in this work, two questions are of special interest in the analysis of land transfers: what social benefits are being exchanged between the partners; and what are the symbolic motives for using land as an object of mediation in these relationships? In order to approach these questions, I shall first cite some situations in which land transfers are of practical use and common occurrence:

1. Land transfers from wife's father to daughter's husband used to be very common, especially in the early years of marriage. A man was expected to help his wife's father with gardening and other tasks, and to stay with him for a year or so. During this period, the father-in-law gave the couple a garden for their own use. On occasion, this might be a garden to which the daughter had been granted a permanent usehold. This type of bride-service is very much on the decline today, as the payment of a substantial bridewealth in money acts as a substitute. I encountered the custom once or twice and found that the son-in-law regarded himself as the father-in-law's 'worker' or servant. We may therefore regard this type of land transfer as offering to the donor the satisfaction of seeing the receiver reduced in social status.

2. In the other types of cases I shall mention, transfers of land do not place recipients in a position of social inferiority. Certainly, in many cases harvest gifts are expected from the borrowers of land but these tend to be small in size and to lack any implications of status difference. For instance, many transfers are made by widowers. These men have a choice between attaching themselves to the family of a son, a daughter or a sister's son. In Sivepe, I found that each of these choices was made twice in a total of six cases with which I am familiar. In all the cases where an old man attached himself to a daughter or sister's son, he made transfers of land to those who looked after him. The choice he makes is prompted primarily by mutual affection but nonetheless his position is greatly strengthened by the knowledge that he has some tangible way of showing his gratitude, namely in the form of land. If he is unhappy with one relative and moves to another, some part of his inheritance will probably move with him.

3. Cripples and widows are often in a similar position. They may need a

423 man to take responsibility while their sons are still too young. This man will
431 'look after' their land in an economic, political and religious sense and will restore
736 it to the son or sons when they come of age. But in the cases of which I have
knowledge, some land is likely to stay with the protector, who often becomes an
heir of the widow or cripple.

423 4. In all the cases mentioned so far land is an object representing
respectable status and exchangeable for services of a quasi-filial nature. The same
591 applies to most instances I know of uxorilocal marriage. Here it was usually the
583 wife's relatives who desired the husband to stay with them, whereas the latter
had no pressing reasons to leave his home village. They were generous in their
offers of land, and no sensible man would move without such inducement. After
the eruption of Mount Lamington, the survivors of the Sangara tribe, greatly
reduced in numbers, offered generous land portions, on a wholly permanent
basis, to men who would marry uxorilocally. Widowers dependent on the care of
their daughters will encourage uxorilocal marriage in the same way. (The
frequency of uxorilocal marriage among the Orokaiva is between 5 and 10 per
cent.) In these cases it is clear that land donors are motivated by the desire to
attract the son-in-law, and that the son-in-law is motivated by pleasure at the
status he will gain as symbolised by the land he is allowed to 'look after'.

423 5. A very similar motivation may be found for the land transfers made in
Sivepe in 1966-7 to families who had migrated from neighbouring Garombi.
425 Seeking an increase in population, Sivepe leaders frequently encouraged dissident
166 minorities in some neighbouring villages to join them. When the Garombi people
came, a good deal of effort was made to obligate them and attract their
friendship and loyalty. Two men gave useholds over gardens and one man gave a
usehold over three yam gardens. It is likely that there were other transfers as
well, just before I left the field and afterwards. One of the men who received a
taro garden started using the donor's plant emblem when working in that garden,
thus emphasising the closeness of the bond with the donor's family, as plant
emblems are normally transmitted only by descent. Here the donors were
motivated by a desire to attach the immigrants more closely to themselves, and
the recipients gave friendship and loyalty in return. Here, as in uxorilocal
residence, the migrants' willingness to settle in the village was itself treated as a
benefit bestowed upon the local people by the migrants.

423 6. As already mentioned, the transfer of land to sisters and daughters is
very common. It is the rule that, in the absence of brothers and sons, sisters and
428 daughters should inherit land in preference to second degree kin. I know of
425 several instances where absent brothers and sons were overlooked in favour of
sisters and daughters resident in the village. Even if brothers and sons are living
in the village, some land may be transferred to females. This will occur especially
if a daughter's or sister's husband is known to be short of gardening land. In
addition, it may occur for the kind of reasons given by Lawrence in his
discussion of land transfers among the Garia, i.e. the enhanced status gained by
the mother's brother when he acquires a junior follower strongly dependent on
[554] him. Among the Orokaiva where the majority of people marry close to home, a
man's generosity to his sister may yield him quite a number of loyal supporters
if the sister happened to have many children.

423 7. Land is sometimes made available by an individual *enda mama* for a
621
431

Land

103

community purpose. Whenever a new village is built it is necessary for some individual to give garden land. Often several individuals give a piece each, but such a gift does not entitle the donor to decide just who should live on each house site, nor to control in detail what residents do with their housing sites. Trees planted by householders remain theirs in perpetuity. Such gifts to the community are not balanced by any specific reciprocal gifts or services, but the donors benefit by the contiguity of the village to their gardening land and perhaps, in a diffuse way, they benefit in social and religious status. Similar gifts have also been made in recent times for co-operative cash-cropping ventures, such as rice-growing in the late 1940s and a recent rubber co-operative in Sivepe. Here again, the total 'company' land was contributed by a number of people, some of whom shared out parcels to persons interested in planting rubber trees. In such cases, donors told me they acted for the good of the community, and everybody emphasised that the recipients incurred no obligation. [SS4]

Let us now summarise briefly what social benefits are being exchanged between partners in land transactions. Frequent as they are, voluntary land transfers are always treated, in ideological statements, as departures from a regular and more secure patrilineal pattern. It is a though a maternal uncle or affine or distant agnate has voluntarily assumed the role of fictional father of the borrower. One receives a benefit which, in the 'normal' state of affairs, would be given only to a younger brother or son. I do not know of cases where long-term borrowing of land in itself sufficed to induce a man to change his clan affiliation, as seems to happen among the Garia. In one case I quoted, a man adopted the lender's plant emblem, thus emphasising the element of fictional fatherhood. Other informants regarded this as entirely proper and highly sympathetic behaviour, though totally voluntary. Harvest gifts, however, were not wholly voluntary but expected. So was a certain filial attitude of loyalty, obligatory avoidance of quarrels, and willingness to perform supportive services. Only in the case of a son-in-law performing bride service did such an obligation place the borrower in a servant-like position. On the contrary, in most of the cases I quoted it was the lender who felt the stronger need to attract the borrower and enter into a closer relationship with him. For instance, the donor would often have a strong desire for a reliable military and political alliance with the borrower. If supportive familial services were needed, as in the case of old men and widowers, these services were not provided in repayment for land, but in fulfilment of a kinship-determined social obligation. By making a gift of land, the donor was doing no more than express his quasi-paternal sentiments.

We may conclude that, strictly, land is hardly ever an 'object of exchange', that one cannot suggest any specific major counter-gift or counter-service which could be used to reciprocate. Allegiance and protection, benefits which the land-borrower usually does furnish, cannot be bought with land. They may be given as a response to quasi-paternal support and the enhancement of economic, social and ritual status. Social benefits of this kind are regularly exchanged between non-agnates. In fact, it may be said that it is from social exchanges of this kind between non-agnates that Orokaiva society derives its cohesion or, to use Lawrence's phrase, maintains its security circle. [182]

Why is land appropriate as a mediating object in such exchanges of social

423 benefits between non-agnates? One might answer this question in a preliminary
431 way by saying that land is the only valuable permanent economic asset the
571 Orokaiva have at their disposal for the making of gifts to relatives and close kin.
[66] Such gifts, apart from their economic significance, buttress social relationships
both inside and outside the clan. The recipient is induced to maintain or assume
a filial attitude towards the donor, with all the political implications this may
have; a requirement evident not only from the social responsibilities he is apt to
accept but also from the magico-religious care he must take of the spirit (ancestor
of the donor) resident on the land.

423 Land gifts made to non-agnates should be considered not solely from the
431 viewpoint of sentiment, but also of their social consequence. When gifts are
made to a sister or daughter, the husband or son or the recipient must
593 subsequently, in regular daily practice, show increased allegiance to her family.
The *enda mama* of that land has become, in some ways, similar to a true father.
The recipient is made to feel, however gently, that he is a dependent.
Furthermore, it is a situation which it behoves him to manipulate; his rights are
always ultimately uncertain. He must try to tighten his hold over the land, and
in the end he can do this only by making himself loved, indispensable and
redoubtable in the eyes of his maternal family.

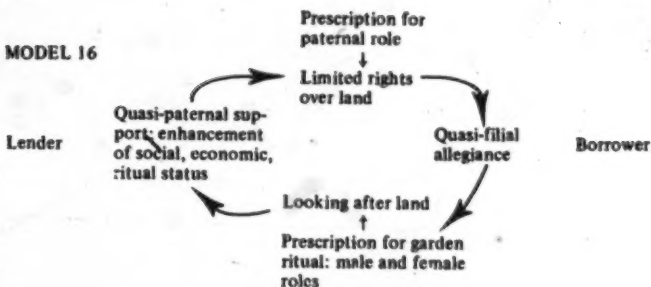
423 The key to the significance of land in mediating relationships of this type lies
425 in the continuing doubt as to the permanence of the land transfer. At the outset
it is often for a single growing season. Sometimes a man is told that he may keep
the land as long as he resides in the village, or for his lifetime. But in practice his
tenure depends on the course of his relationship with the donor. He may even be
told that the land will be his permanently, though this is commonly only when
he is the original owner's sister's or daughter's son. Such a promise of permanent
occupancy, however, is never tantamount to ownership. In the next section we
shall show that it remains hazardous and unwise to grow cash crops such as
coffee on land given by the maternal family as long as fifty years previously,
because even after this long interval claims can be made for the return of the
land or of the proceeds from the crop. Thus a man has to pay very special
respect to his maternal family and have regard to its wishes, if he desires
continued enjoyment of the land. No other type of gift could do so much to
ensure that he will feel a dual allegiance to both his paternal and maternal
family.

We may summarise this relationship with the maternal family, for successful
cases, in the following diagram. It will be noted that this diagram is basically
similar to model 13, but there are significant differences in benefits exchanged: a
maternal relative has no 'control' over the land-borrower, nor does the latter owe
him any 'obedience'. Conversely, the land is not unconditionally available to
further the best interests of the useholder's paternal family.

Land

105

MODEL 16

423
425

6. Case Study of Uterine Land Inheritance

If a person resides at too great a distance to make gardens on his land, he commonly passes it on to a suitable kinsman to be 'looked after', which means the establishment of gardens on it at regular intervals and the performance of religious rites. After a decent interval (perhaps twenty years), the caretakers will begin to press for a permanent arrangement: does the owner intend to return or will he pass over his land permanently to a resident? It is possible to stall on such a decision for a long time, but even if the owner's rights have the strongest basis, viz. patrilineal inheritance, they gradually become more tenuous and the man who looks after the land increasingly becomes the real master. Theoretically, however, the right to patrimony land is never extinguished. At the same time, a land gift to a sister or daughter is often made on the basis that when the land passes to her male heir he will be able to keep it permanently for his descendants. The formal rules on this point are flagrantly contradictory. If we wish to understand the principles behind uterine land inheritance, our most useful course will be to consider how the system operates in a concrete case.

The data I shall discuss here were reported in Crocombe's and Hogbin's study of Inonda (1963) and supplemented in a brief study by myself. A leading man from Tandai'undi clan (Seva village) gave most of the present Inonda domain to a leading man of Andiriha clan. The Andiriha made various gifts at that time (1915) and also gave Tandai'undi two women in marriage. In the following generation Tandai'undi, according to the custom (of patrilineal cross-cousin marriage), gave two women in exchange to Andiriha, or to be precise, to the son of the donor of the original two women. It was then promised that the son of the elder of these two women would assume control and be permitted to pass on this land to his heirs.

In the 1950s several incidents occurred which emphasised the limitations of the rights of Andiriha. When some Tandai'undi were dismissed from a construction job (by a European overseer), they went to Inonda village where the foreman, an Andiriha, lived. They reminded the foreman that Inonda was 'their' land and that if he wanted to remain on it he had better get them their jobs back (Crocombe and Hogbin (1963: 72). As I have pointed out, a land borrower always has a duty to protect the interests of the lender and this

[428]
[431]614
423
425
[583]
[582]

614 protection was now demanded on pain of eviction. Around the same time, coffee
423 was being introduced in Inonda as a cash crop, but none of this was planted on
425 Tandai'undi land. Three men who had land derived from a different source
(422) planted coffee there in 1955 but the other families who had only Tandai'undi
(245) and had planted none as late as 1967. They feared that if they did, there would
be trouble with the Tandai'undi.

There are many examples in other parts of Orokaiva territory to show that
these fears were fully justified. To confine myself to Sivepe, where my data are
most detailed, I found that although more than half the land was occupied by
423 rights other than patrimony only two out of fourteen coffee gardens were
422 established on such land. When I inquired into these two cases one grower
425 explained to me in careful detail that he had nothing to fear because the
mother's brother who gave him the land to 'look after' had absolutely no
descendants, neither male nor female, nor any brothers and sisters. The other
grower, who was occupying his wife's land, was in trouble already. His solution
had been to plant a second coffee garden and to promise he would relinquish the
first when the second began to bear. The other twelve growers all held the view
that it is better to grow coffee on patrimony land.

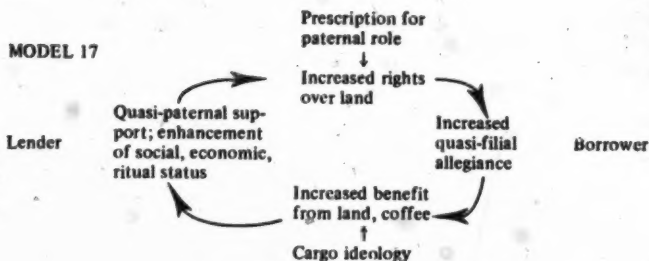
I know of only one case where the coffee-growing occupiers ignored the views
of the holders of patrimony rights. This was in Mumuni where after some years
of fruitless disputes the holders of the patrimony began to raid the coffee
gardens. When the victims of these thefts asked my advice, I had to tell them
that a Government Court could probably do nothing for them as I knew they
had no legal title to the land.³

Under traditional Orokaiva law, the holders of the patrimony probably have a
valid claim to cash crops. These crops may be viewed as an unforeseeable
increment in the value of the land transferred, an extraordinary stroke of luck.
In Orokaiva religious thought, there can be only one explanation for such a
stroke of luck, namely that it was given by the spirits dwelling on the land. As
far as the Tandai'undi were concerned, their link with the spiritual essence of the
land was still unbroken. The Andiriha were only caretakers. A perpetual gift of
the land to the Andiriha does not mean to the Tandai'undi what it would mean
to Europeans. Rather than a gift that is made once for all, it is a gift that is
continuing to be made in perpetuity. As the function of this gift is to mediate a
social transaction, it presupposes that the social transaction continues in
perpetuity. If the value of the gift increases dramatically through unforeseen
causes, the donors may no longer consider it appropriate for mediating this
relationship, unless the rewards from the relationship also increase.

We may express this notion in the following diagram which is a modification
of model 16:

Land

107

423
422
425

The argument of the Tandai'undi and other owners of coffee-producing land is that the production of coffee gives the occupiers increased rights over land so that they owe an increased quasi-filial allegiance which must be expressed in increased prestations. These may take the form of substantial gifts, a share of the crop, etc. The benefit the owners seek to obtain from the land is nearly always money.

It may seem far-fetched that my model shows 'cargo ideology' as the 'mythological charter' for this desire for money. It may even be argued that the desire for money requires no ideological explanation. Without entering upon this larger question, I would directly relate the significance given to money in Orokaiva ideology to what has been said in the previous chapter about Jesus Christ as a *dema* figure. It is He who is credited with the introduction of money into the world and this is regarded as perhaps His greatest blessing. Hence the pursuit of money is not despised by Orokaiva nor even viewed as morally neutral: to acquire money is to give evidence of having followed the precepts of the *dema*. If the mysteries of the *dema* were more fully revealed to the Orokaiva, they believe they would acquire a great deal more money.⁴

I would argue that the Orokaiva regard the coffee industry as a premonition of greater wealth and power that may later come as the result of the return of the ancestors. Until the coffee industry started, Orokaiva could earn money only by leaving their villages to work for white men. Suddenly it became possible to obtain equivalent amounts from the products of village soil. What stirred the imagination was that a man could go to his garden, pick the coffee and then, after a not too demanding ritual of processing, pour it into a bag and obtain money for it. This was not classified as work but as a kind of magic. *Work* (the Pidgin English word) referred exclusively to paid labour done for an employer. *Pure* referred more specifically to the traditional gardens. *Kapi* (coffee) was what one might compare to a 'money tree': it was the source of the benefits which enabled a village family to share in the 'new day'.

From the cases I observed at Mumuni and Sivepe I gathered that some modest proportion of the proceeds of the coffee garden (like a tithe) would not satisfy the owners of the land upon which coffee was grown by useholders. They seemed to want all, or nearly all, the cash that could be gathered from the bushes. It was because their claims were immoderate that I began to think of the influence of cargo ideology.

177
436
776
782245
437
435
436
177423
425
422

602 One might well regard such immoderate claims as the response to a
423 breakdown in the social exchange relationship. According to model 17, increased
rights over land should mediate an *increased* quasi-filial allegiance, implying an
425 increased willingness to aid and share with maternal relatives. Such, however,
[245] was rarely in evidence. On the contrary, most coffee-growers, engrossed in the
[797] new task of growing coffee, tended to ease up on their family obligations, gave
fewer feasts and were apt to neglect their maternal relatives. This was especially
[881] so because Church influence reduced the scope of initiation ceremonial which is
one of the traditional key functions of the maternal family. Certainly the
maternal family hardly shares at all, under normal circumstances, in the
increased wealth generated by coffee-growing. Thus the uterine landowner feels
relatively alienated from his affluent nephew.

614 In order to demonstrate the importance of quasi-filial allegiance as a factor in
423 land transactions, I shall cite one case, again from Inonda, where coffee gardens
425 are being run profitably on land over which the grower holds only 'permissive'
rights. The three coffee gardens established in 1955, and still harvested in 1967,
[435] are on land owned by the Endehi'undi clan but relinquished after a defeat in
war. It has been used by Andiriha of Inonda since 1915. When Inonda people
started to grow coffee, Endehi'undi reclaimed this land. Inonda paid \$32 in cash,
as well as pigs, traditional valuables and taro, in other words, a very substantial
consideration (Crocombe and Hogbin *ibid.*: 73) After a few years, as Andiriha
continued to benefit from the coffee, it became obvious that Endehi'undi did not
regard this consideration as a *sale* price as Andiriha hoped they would do. They
saw it as no more than a proper display of quasi-filial allegiance, and expected
this sort of gesture to be repeated, or to recover the land.

[736] The Andiriha leader now invited a widower belonging to the Endehi'undi
group to move into his household. The invitation was accepted and in 1967 the
old man was still there. There was no further trouble over the coffee although
Andiriha did not tempt fate by making further plantings. By Orokaiva legal
concepts, the balance was restored. By a shrewd manoeuvre, the Andiriha leader
had found a way to offer increased quasi-filial allegiance in such a way that the
profit from the coffee gardens was not reduced too much.

423 Instances of this kind help us to understand what was involved in the
425 Orokaiva system of residual or dual rights over land and dual allegiance owed by
571 individuals to different families from which land useholds are derived. We have
long tended to believe that the basic co-operating groups in primitive societies
are *corporate* groups. The Orokaiva data presented here show a second
possibility: namely a system by which individuals derive their land, and therefore
their sustenance, from a cluster of corporate groups in only one of which they
are a corporate member, although they maintain permanent exchange relation-
ships with the others. These other corporations do not make them permanent
gifts but leave them conditional upon the successful continuation of the
relationship. The fact that a man holds land on such terms *forces* him to
continue the relationship.

It is impossible, therefore, to say just what constitute 'residual' rights in land.
In the example I analysed, it appears that a group's rights include rights to coffee
when it lives in another village, but not when a member of that group stays in
the house of one of the growers and is fed by that grower's wife. Perhaps the

best definition of 'residual rights' would be 'benefits that are claimed when the social exchange relationship has broken down'. They are a sanction applied to punish the loosening of quasi-filial allegiance. 423 425 571

The case of Inonda is atypical as the entire village domain is held under an arrangement derived from the ideology of exchange. A more frequent pattern is for an individual to own some blocks of land in virtue of more or less permanent gifts. In neither case does this land mediate sacred and indissoluble bonds. In the case of patrilineal inheritance, the individual violates no supernaturally sanctioned rule if he cuts himself loose from his *enda mama* (and often keeps his land). In the case of land gifts, he may also cut himself loose if bonds of affection and expediency weigh less with him than the cost of satisfying his donor. If he should break with his donor, there is likely to be theft, intrigue, sorcery and perhaps violence and it is quite unpredictable who will eventually occupy the land.

If a man has only gift land at his disposal, he is in an insecure position in his relations with his exchange partners. This seems to be the case in Inonda. If a man has only patrimony land, we may assume that he has no close bonds outside his extended family and lineage, as such close bonds would probably have led to offers of land. Such a person has too narrow a base of social support in the community to count for much, and to counter effectively challenges to his position and property that will be made from time to time.

7. Conclusion

It remains to be shown that the facts and analysis of land transactions illustrate the general principles set out at the beginning of this chapter. I have dealt with a series of social relationships in which one partner has a strong need to identify with the other, to maintain a stable and permanent bond and to obtain what the other has to give. This need was sometimes social, sometimes economic, sometimes emotional, sometimes religious. All these bonds depended heavily on land for their efficacy. 423 571

I have shown that a donor of land does not necessarily separate himself irrevocably from the land as such, but from the usehold of it and thus from the productivity of the land for a certain period. There are no return payments which can ordinarily compensate for the gift, the main purpose of which is to mediate a certain social relationship. The donor can never quite know in advance whether the gift will be efficacious, as the receiver of the land may not, in the end, make the social prestations for which the donor hopes. The receiver is usually someone from whom substantial social support, in one form or another, can be expected. The relationships arising in land transactions are therefore precisely those which my model was designed to interpret. 423 425 571

In the introduction to this chapter, I argued that a gift could be regarded as a 'mediating element', for the purpose of my analysis, only if there is identification between the donor and the mediating element. In the case of land, we have seen that the owner strongly identifies himself with the lineage spirits believed to be resident on the land. The land is a part of him, just as his ancestors are a part of him. By transferring the land to another person he causes that other person in turn to identify himself with the land. He is thus magically 423 425 775

423 imbued with the spirit of the donor and (ideally) compelled to behave as though
 425 he owed the owner quasi-filial allegiance. This is a magical action of precisely the
 775 kind I envisaged in the introduction to this chapter.

775 Finally, a transfer of land may be maintained indefinitely as long as, in the
 423 donor's view, it has 'virtue', i.e. as long as it mediates the kind of relationship the
 425 donor desires. But when the relationship breaks up, for one reason or another,
 571 the owner desires to have his land returned to him. This is why 'residual rights'
 [178] on cash cropping land are so awkward. The modern age, the desire for money,
 the commitment of productive effort outside the range of the security circle all
 tend to disrupt the relationships envisaged by the lender of land. Meanwhile,
 modern political, judicial and administrative institutions have taken over many of
 the functions of the old-time alliances which were bolstered by land gifts.

I have explained in detail why traditionally the Orokaiva considered land to
 have 'virtue' as a mediating element in their most intimate alliances. In particular
 it mediates the bonds between husband and wife, spirits and living, paternal,
 junior-senior agnates and maternal family, and between an indefinite category
 of close friends.

791 Land may also act as a mediating element in a negative exchange between a
 789 sorcerer and a person who has aroused the anger of that sorcerer, as happens
 423 when the former blights the crops of the latter by placing a curse on the land. In
 425 many situations of this sort, events which we would class as metaphysical,
 physiological or climatological are explained as arising out of social exchange.
 Such beliefs tend to increase the importance attached to the maintenance of
 satisfactory social exchange relations because the averting of misfortune in the
 metaphysical, physiological and climatological realms is made conditional upon
 successful social relations.

577 The prosperity and opulence of the land thus becomes a measure of its owner's
 moral and spiritual wellbeing and the amity with which he is regarded by his
 fellow men. A good man is a good gardener: a good gardener is a good man. This
 equation is not arrived at by the Orokaiva with the aid of some Frazerian notion
 of contagion, but on the assumption that the good man has good exchange
 relations: therefore nobody would wish to harm his garden; therefore the garden
 must necessarily be in perfect condition. In this as in many other instances
 exchange is used as the *explicans* of what might well be explained in many other
 ways. It is because of such gratuitous use of exchange as *explicans* that I am
 inclined to regard it as a key concept in Orokaiva philosophy.

REFERENCES

- 000 1. I am using the term 'transcendental' in the sense of Schutz 1967 who
 demonstrates the transcendental expenses arising in social relationships.
 2. For the location of Garombi, see Fig. 10.
 3. These growers held certificates of title issued by the Hikuturu Local
 Government Council, but these certificates have no legal force. I shall discuss in
 the next section of this chapter the pressures by which the Orokaiva are
 gradually being induced to establish sole titles.
 4. Money as the means of salvation is a theme of many millennial cults, as
 is argued in detail by Burridge 1969 (*passim*, but see especially pp. 41-6).

574 The first plans for a feast are laid at least one year in advance, as it involves
621 extra plantings of taro as well as economising on pigs. By the end of December,
244 the feast taro ought to have finished flowering and the tubers ought to have
formed. It is only then that the chances of an abundant harvest can be
reasonably assessed. The feast-giver stealthily tours the village gardens to see
whether the taro are 'ready', collecting tubers in gardens where tubers have
formed and collecting flowers in those gardens which are lagging behind. He
hides these specimens in his house. If his examination has been successful, he
calls a meeting attended by all the men of the village (but not the women) at
which the assembled people formally acknowledge that they are planning a feast.
The leader will display the taro and the flowers he has collected, thus
demonstrating visibly whose gardens will and will not be able to contribute food
to the feast. The meeting decides who will be invited to the feast. The men share
the meat of an animal, traditionally a pig, but nowadays often a rooster.

[773] This ritual is clearly intended to remove obstacles that might prevent
harmonious social relations from being established at the feast. I have already
discussed⁵ a myth which contained a charter for this custom of examining the
gardens: it told the story of a food shortage which caused a quarrel and
concluded with the enunciation by a *dema* of a rule that feasts should in future
be held only in times of abundance. It is not sufficient, of course, for the people
to say and to believe that there will be abundance. Abundance must be
established ritually so as to be placed beyond human dispute.

574 The pig sacrifice at this meeting serves to remove any latent hostility between
621 the men of the group, so that all will be united and co-operate unreservedly
[554] towards the success of the feast. Though the *pondo kiari embo* tends to be a
man of much influence in the village, he does not normally have any authority
over resources held by any extended family other than his own. It is only for the
specific purpose of feast-giving that he is given such authority, and it is limited in
time from the meeting just described until the day of the feast itself. The
meeting thus temporarily changes the authority structure of the village. The
growing taro crop and the available pigs become, at least ideally, the corporate
property of the village, whereas normally they are family property. The *pondo
kiari embo* becomes, at least formally and ritually, the controller of this
property. The unit of the group of offerers of the sacrifice is a necessary
condition for the success of the rituals that follow.

621 The same principle underlies one detail of the ritual taro display to which I
574 have not yet made reference. At the meeting 'special betelnuts' (I do not know
431 just what medicine is used on them) are distributed by the feast-giver to be
276 shared, after the meeting, between the men and their wives. The men are to ask
562 their wives whether the taro are ready. This is a ritual question, as the men go to
the garden daily, but it is the women who are supposed to have charge of growing
taro and — in a ritual sense — the men therefore do not know. After receiving
an answer to this question, the husband will share the 'special' betelnut with his
wife. While the enacting of this ritual would make even the most slow-witted of
women aware of what is afoot, the women should still supposedly remain
ignorant of the plan to hold a feast. Informants readily admit that this ignorance
is a fiction. The significance of the shared betelnut is to provide against the anger
a wife might feel when the taro harvest over which she has ritual control is

Ornaments

185

Hence, *otohu* might serve as symbols of high social status whereas *hambo* are less useful in this regard, being worn only intermittently and never with a purely social purpose in mind. 301 554

The usefulness of *otohu* as status symbols is further enhanced by the fact that they are transferable from generation to generation. The Member of the House of Assembly for the Northern District told me he always carried his *otohu* with him when meeting his constituents and that he would display it conspicuously attached to his betelnut bag, because a great many people would know this *otohu*: it had belonged to his *epe* who had been a famous war chief and sorcerer. He believed that people in his constituency had great respect for this *otohu*. He made it sound almost as though he was carrying the *insigne* of a hereditary chieftainship, but in fact the basis of his influence was far more complex: it was in part agnatic, in part uterine, and in large part personal. Nonetheless, the *otohu* was obviously very useful to him in establishing new social relations.

Whatever social effect a *hambo* might have would depend mostly on the beauty of its construction and the rarity of its materials. While informants might sometimes think its history and associations worthy of mention, a *hambo*'s association with a particular family is usually rather loose, as the right to wear *hambo* of a particular type is never, to my knowledge, restricted to a family. The main effect and power of a *hambo* appears to be aesthetic. It is used to impress partners in a dispute, dancing partners or young women whose passions one hopes to arouse.

Unlike the *otohu*, the *hambo* does not otherwise emphasise the identity of the wearer. On the contrary, a fully decorated person, wearing a head-dress, *hambo* and face-paint, is supposed not to be recognisable as a person. One should on no account address him by name. He represents an *embahi* and, as such, is completely depersonalised. More specifically, the dancer represents a natural species — a pig, a wallaby or, in the case of women, a bird, a butterfly, a flower. The details of these identifications need to be studied more closely. The significance of the decorations is very similar to that of the masks used for dancing in other parts of New Guinea. The face and body become a medium for decorating: the individual assumes the persona of an ancestor; his private existence is covered over to display only his social function. 301 302 292 716 1825 1824

This total lack of personal identity inherent in the *hambo* makes the object easily transferable from one individual to another. It always belongs essentially to the ancestors and is thus alive with spirit. By transferring it to another, a man emphasises that he and the recipient share some link with the spirit world and this implies amity, the primeval absence of strife. It also probably implies in some way the message of the sacred flutes by which man's contact with the spirit world is established. Further research no doubt will enable us to be more precise about the meaning of these transactions. They occur in a great many social contexts: *hambo* are given away to settle a quarrel, to pay bridewealth, to establish and maintain an important friendship. They are frequently lent to persons about to dance at a feast, and a gift of meat is then required from the borrower. They are lent by the *kogumbari* expert for a similar consideration, and are also bartered and sold. Some people, and not always the most prominent, make large collections of them, and most people of rank have a good store of them, as they are a necessary part of the ceremonial gift exchange system. From 301 431 556 425

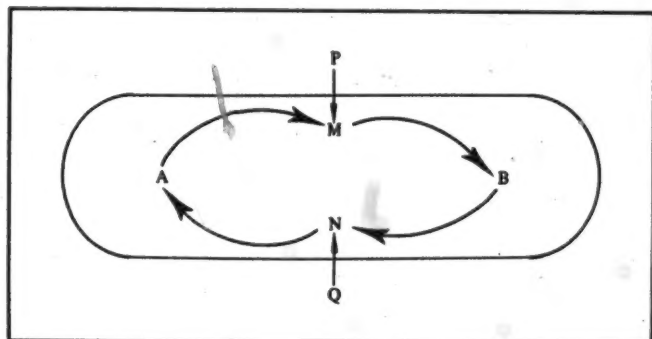
an economic standpoint, it is important that they represent storable wealth – the only storable wealth of the Orokaiva. Nearly every family today keeps *hambo* and feathers in a locked suitcase, thus elevating the suitcase into one of the most ubiquitous introduced elements of Orokaiva material culture.

The distinctive characteristic of the *hambo*, as compared with other objects of mediation considered here, lies in the type of social exchange that is mediated by means of *hambo* gifts. One might say that the partners are exchanging spirit participation. No doubt cultures vary in the extent to which individuals lend and give each other their private religious paraphernalia, i.e. the objects they use to achieve communion with their deities. In a society as exchange-oriented as the Orokaiva, where virtually everything is exchanged, there is clearly some special satisfaction in wearing someone else's *hambo*. Furthermore, a 'total presentation' such as bridewealth, which is intended to create a social relationship on a great many levels, must always include the sacral level represented by *hambo*.

7. The Nature of Mediation

In the last five chapters exchange has been discussed largely on the assumption that it occurs on two levels. First, it occurs on the mythico-religious level where exchange relations are stated in the form of binary oppositions or possibly also some other more complex structures. Among the examples discussed have been coconut/betelnut and the pair of initiatory flutes. Secondly, exchange occurs on the social level where each exchange partner subjectively views the other as transcendent and reachable only with the aid of some form of mediation. The belief in the magical efficacy of any given object of exchange is validated by notions deriving from the mythico-religious level. If A and B stand for exchange partners/objects of exchange, M and N for objects of mediation, and P and Q for relevant binary oppositions present on the mythico-religious level, we may represent our model of exchange as follows:

MODEL 33



435
245[258]
[249]245
425

[578]

At the time of planting, copra prices were relatively high (averaging £32.10.0 per ton f.o.b. in 1920) but a fall in overseas prices and the introduction of the Navigation Act in 1921 (which resulted in exports to Europe having to go to Australia first) made copra production uneconomic.⁽¹⁾ No copra was ever made from the community coconut grove at Ongoho, nor were the small stands of rubber and citrus fruits ever exploited. After the war the Akute'undi, as landowners, claimed the trees as their own on the ground that the community project had been abandoned long before. One Akute'undi man claims and uses about half of the trees. His father planted food crops on that part of the land before the coconuts were planted and he now plants vegetables between the coconuts. Each of the resident Akute'undi men claims the right to the produce of several particular trees on the other half. Three trees are set aside for the medical assistant at the local Aid Post, as he is a stranger. Most members of the other sub-clans question the right of the Akute'undi to the exclusive use of the coconuts as all groups participated in the planting. Occasionally some member of the other sub-clans asserts himself and collects nuts from the "community plantation" and the dispute which is normally quiescent flares up again.

245
258
249

Enquiries in fifteen other Orokaiva areas where coconuts were planted under the regulations show that most were never used for copra-making, though a few of those on the coast were so used from time to time. Not one plantation was systematically exploited. The rubber was not tapped as there was no market for the latex, and most plantations were not cleared after planting.⁽²⁾ The citrus fruits were never exploited commercially, again because there was no market.

(1) By 1923 average f.o.b. price per ton had fallen to £19.0.0 and by 1930 to £11.10.0. By 1934 the price was £8.0.0 per ton in London or about £4.10.0 f.o.b. Papua, though Papuans had long since stopped selling. The above prices were those paid to exporting traders, and net prices paid to indigenous producers were probably not much more than half those mentioned above.

(2) After 1941 other arrangements were made for use of the rubber plantations. For details see Rimoldi 1964.

000 Appendix B. No further communal plantations were ever established.

425
435 Payment for the land purchased by the Crown was made in tobacco, mirrors, belts, knives and axes. The precise cash value of these goods is not known, but the value of twist tobacco at that time was about 3/- per pound, (or 1½ pence per stick) and the various goods chosen as payment by different individuals indicate the following values:

1 mirror	=	3 sticks tobacco	=	4½ pence
1 belt	=	3 sticks tobacco	=	4½ pence
1 small knife	=	4 sticks tobacco	=	6 pence
1 large knife	=	16 sticks tobacco	=	24 pence
1 axe	=	29 sticks tobacco	=	43½ pence

The 16 blocks listed in Appendix A¹ contained 266 acres of land (with blocks ranging from 10 to 30 acres) and were bought for 23½ pounds of tobacco, 21 mirrors, 21 belts, 14 small knives, 6 large knives and 1 axe, or an approximate cash value of £5. 8.11 or just under 5 pence per acre of land.⁽¹⁾ The payment was divided equally between those persons listed on the purchase documents as the owners.

425 The officers who negotiated the purchase signed a declaration in each case to the effect that the land purchased was "unoccupied at the time of sale", though in several instances present-day informants have named the families or lineages which were gardening there at the time the plantations project began. As the land was to be set aside for the use of the local people the officers were perhaps less meticulous in this regard than they would otherwise have been, and in one instance signed a declaration to the effect that the land was unoccupied even though it was stated elsewhere on the document that the land had been under crop for some years and remained so.⁽²⁾

(1) The first five blocks were purchased by an officer who paid one pound of tobacco per five acres (equivalent to 7d per acre) and the rest within a matter of weeks by another officer who paid in a wider range of goods worth the equivalent of just over 4d per acre. There is no noticeable difference between the lands concerned. These prices are much the same as the Crown was paying for land elsewhere in the Territory at that time.

(2) Amboga plantation No. 26 (extension).

A, [See Category 423, pp. 37-40--Analyst]

425 The purchase documents list the names of the vendors, who were described as "sole owners" of the land concerned. (1) There was an average of five "owners" per block, with a range from one to eleven. All of them were men. From the sample checked it appears that not all members (nor even all male members) of the owning sub-clans were included, but rather the heads of the owning sub-clan and of component lineages. Moreover, some heads of neighbouring sub-clans which participated in the project, but were not members of the owning sub-clans, were included. This suggests that the people may have viewed the negotiation as a decision by the signatories and their descent groups to set the land aside for a particular purpose (with the consent of the occupying sub-clan), rather than outright sale by the occupying sub-clan.

Legally the blocks which were purchased belonged to the Crown, but the Orokaiva people do not admit either the sale or any other Crown rights. In the course of field work in 1963 we asked villagers at each of 12 blocks, to whom the land on which the coffee was planted belonged. Invariably we were told that it belonged to one or other of the local sub-clans. In three instances we suggested that it may have belonged to the Crown, but the people reacted so strongly that we did not press the point, (though the strength of their assertion may well have reflected their uncertainty about precise rights to the land).

423 At the time of purchase the officers concerned no doubt pointed out to the owners that the land would not be taken for use by the government, but would be set aside for the collective use of the villages concerned. The plantations were in fact established and it is understandable that the people consider that the landowners were merely granting joint usufruct to members of neighbouring sub-clans. The government has never asserted its legal rights to the abandoned plantations, and it seems unlikely that it will ever do so.

Planting under the ordinance

657
241 Whereas the Native Regulations had been implemented by the Resident Magistrates, provision was made in the

[212] (1) The vendors were illiterate and signed the documents by the putting of marks.

and a lack of buying facilities, no coffee was picked at Ongoho until 1952.

241
[731]

In that year a local company (R. F. Bunting & Co. Ltd.) began buying coffee. The market price was higher than it had been when the government was buying (i. e. up to 1951) and it continued to increase. Some Hoiwo'undi resumed harvesting coffee from the Ongoho community block, but there was constant tension between them and the other sub-clans, Akute'undi in particular. Only a little of the coffee was picked, most of it by the village constable and the coffee boss and their close kin. (1) In 1953 they took two sacks of coffee to the Department of Agriculture in order to buy a coffee pulping machine worth £21.0.0. The machine did not function properly and after several years a passing Patrol Officer took it to Popondetta for repair. The Patrol Officer was later transferred and the machine was never located again. The owners still harbour a grievance on this account.

[578]

[258]

Agricultural extension services in the district were expanded during 1955-6 at the same time as the Higaturu Local Government Council was being formed. (The council area embraces all except one of the community plantations). Although agricultural policy at that time was to encourage future planting by individuals rather than groups, efforts were made to increase production from existing community plantations. Extension workers visited every community plantation and wherever possible enlisted local co-operation to have undergrowth cleared and trees pruned. Not all the people at Ongoho worked, but factional differences were sufficiently contained for several sub-clans to work together under the supervision of extension workers. Once the major task was completed and the

654
245245
578
[654]

(1) The village constable was a member of Akute'undi sub-clan but was married to the most senior woman of Hoiwo'undi sub-clan. She has a very forceful personality, is married within her own village and is the only member of her family to have borne children. They will therefore acquire some land rights from her. The land on which the community coffee is planted was previously used for gardening by her father and her brothers. Her husband was village constable and he and his lineage pick coffee, but other lineages of his sub-clan do not and he is as forceful as his wife in denying their right to do so. In fact the constable and the coffee boss (who is a classificatory brother of the constable's wife) seem to have co-operated throughout to maximise their joint advantage.

[425]

423 It is customary for a man to plant a few trees on his own land
[245] for his sister's children for their later use. Women sometimes
[428] acquire trees of their own in this way but unless a woman is the
sole surviving member of the agnatic group in which are vested
the rights to the land carrying economic trees which she uses, she
acquires no rights to specific trees from her father. After
marriage she has only limited access to her patrikin's trees
whose produce she previously shared. One householder stated
[685] that he would not expect his sister to ask for produce from his
trees because her husband should have enough of his own. Another
once lodged a formal complaint with the Department of District
Administration staff against his sister's husband who had come
from another village to harvest one of his trees without first
seeking his permission.

These restrictions do not apply to a widow who has returned to
the village as a dependent on her father's kin; nor do they apply
to a married woman if the trees in question were planted by her
husband while gardening on the land of her group.

428 Economic trees are ideally inherited patrilineally in the same
way as the land of the planter (see p.38). Sometimes a man in-
herits trees from his father, usually in an area some distance
from where he lives, without retaining proprietary rights to his
father's land where the trees stand. The heir then needs to seek
permission for access to the trees which he may have been allowed
[423] to retain by the deceased's co-resident kin who inherited the
land. On the other hand, an individual may receive as a gift
(from a distantly related kinsman) continuous rights to trees on
land which he knows will be inherited by the donor's patrilineal
descendants. In each of these ways rights to trees are trans-
mitted from the planter to another person who does not receive
the planter's land.

We noted one case where an individual seems to have reinforced
a claim to inherit particular parcels of the land which he hoped
he would share with another heir, by planting permanent trees
there while gardening. The trees bore witness to the fact that
these particular gardening areas had long been identified with
him.

425 A man may periodically visit a distant area where he claims
proprietary rights to land which he has not gardened for some
time and harvest tree crops, or perhaps hunt there, and thereby
reassert his claim to the land, but this mechanism is doubtless
inadequate unless a close kinsman permanently resident there is
willing to represent his interests at other times.

423 On special festive occasions a localized patrilineal group has
614 some call on the produce of the trees or even of garden produce
of residents of other villages who are either closely related

166 the Jegase people had no land on the Awala-Kendata road nearby,
361 where they decided to build, they acquired rights to house-sites
613 on the road on the land of the Be'ohuahije¹ in return for rights
[425] granted to some members of that clan to build on Jegase land 3
[731] miles away at Awala No.1. The Jegase people had begun to move to
the new village, now Binduta, when Mt Lamington erupted. Although
they were outside the limits of the area of destruction the people
were evacuated for safety.

The Sesewopa, a small lineage, had accompanied the Bebehupa in their moves to Korogombata, Korinasusu and Binduta.

The Berekipa and the Arehu according to the men of Bebehupa, which is the dominant Jegase lineage, are groups which have attached themselves to the authentic part of the clan. The ancestor of 2 of the 3 Berekipa householders in Sivepe had also lived at Simbehata. It is generally conceded that he was a Jegase man but he left Simbehata to establish Euru village and then moved across the Sohu River to Hamburata several miles to the east near the present Kiorota, where he cleared and laid claim to virgin land about 1910.

[682] The father's father (b1)² of the oldest householder, another Jegase man from Simbehata village, was killed near Divinikovari in a feud with the Togahau people. On his death his infant son (c1) was adopted by his wife's brother at Hamburata village and his land was taken over by other Jegase men. The son had been named after a Timumu man³ of Euru village who allocated a parcel of land for his use, when, as an adult, he returned from Hamburata relinquishing any land rights he held there. He gardened for some time on the land of his sister's husband, a Be'ohuahije man but re-established rights to a number of parcels of his father's land which had been controlled by Bebehupa and Arehu lineages in his absence. He founded Pusahambo village on this land about 1920 and was joined by his wife's brother, a descendant of the first migrant from Simbehata to Hamburata. When he died at Pusahambo his sister's son (d2J) married his widow⁴ and adopted one of his sons, now head of the second Berekipa household in Sivepe (d3J). This man's son is the third Berekipa household head (e2J).

¹ The Be'ohuahije formerly lived in the nearby villages of Saunhambo and Hehereta and their land adjoins Sivepe village.

² See Genealogy, p.52. A

³ For relationship between namesakes (tato) see Williams 1930:96.

⁴ See Williams 1930:132: 'There is no rule against marrying out of one's generation.'

624 villages and individual members of these groups have come to
614 regard as their own, since 'usage tacitly becomes ownership'.¹

Norton's use of enda mamu seems the most accurate whereas we would accept as valid for groups of any order Plant's separation of the status of ambo dombo from that of a 'chief land controller' (or of any man with an authoritative local and historical knowledge of land). But we found no evidence to indicate that any person at Sivepe exercises rights to the land associated with either of the 3 clan branches, such as the landrights Plant and Belshaw attribute to the enda mamu or Norton attributes to the ambo dombo.

• [425] Among our recorded cases of land falling without direct lineal
[426] heirs, none seems to show that a person such as an ambo dombo acquires it by exercising reversionary rights on behalf of the wider agnatic group.

Just as the function of a descent group of given dimension or local organisation is specific to a time and place, the way control over land has devolved among its constituent units closely defines the role of the member (or members) with most influence in issues concerning land, whatever powers he happens to exercise in other connections. The nominal leader of the dispersed branch of Jegase clan is the local government councillor: an assertive middle-aged man, he is senior by any reckoning to other active members of Bebehupa lineage. He has more land than any other Jegase man in the neighbourhood. Nevertheless the scope of his authority in land matters affecting other Jegase men is severely restricted in that the interdependent Arehu and Berekipa lineages have been completely independent of others in the control of their land for the past 50 years.

613 He retains prestige and influence in many matters of concern to
624 his own lineage. He can claim prominence among more close agnates
[554] than a leading man of any other lineage in our sample, even though
[614] the Bebehupa have now dispersed from Binduta to Garombi, Nahihita, Kakita, Awala and Sivepe. They now say it is their responsibility as ambo hajari (protector or sometimes a co-parcener, especially one responsible for controlling holdings of other heirs) to look after particular parcels of lineage land near these villages.

¹ Ibid., quoting Williams (1928:125), who is referring to 'sections' (alternatively 'branches' and 'families'). See Norton (1962:8): the tacit permission of the clan for individuals and their descendants to use a vaguely demarcated area is not a 'permanent or ultimate authority vested in the individual by the passage of time.... This in no way grants the man or his successors ownership rights in it' (ibid.:9).

614 Pekuma (9 persons), 28.2 acres, 3.1 acres per head)
Hajejopa (8 persons), 18.1 acres, 2.3 acres per head) Timumu
(If Jegase and Timumu are each taken as a whole, either unit has
2.7 acres per head.)

425 From data recorded for 104 parcels of land held by the Jegase
and Timumu at some time over the past 2 generations we discovered
8 instances of transfers (involving 30 parcels) where the land
had passed from the original holder to one of his co-resident
kinsmen in another lineage or clan. There may well have been
more, earlier examples of such transfers. If so they have been
forgotten by the people who can conveniently treat all previous
occasions when their land changed hands as instances of patri-
lineal inheritance.

614 Three members of these clan branches stated that they intended
423 to transmit a total of 12 parcels to members of other clans (see
Appendix E, pp.111-17). Two other members intended to pass 5 to
their adopted sons and 3 more parcels were to be inherited by an
illegitimate child from his mother (see Appendix E, p.112). One
widower has nominated his sister's son as heir to his parcels of
land and claimed that his sister's son could also receive his
brother's land, allegedly forfeited through long and continued
absence (see Appendix E, pp.112-13). One man said he would leave
8 parcels to members of his adoptive group and the 5 inherited
by his wife would pass to a person of the same group, a different
genealogical branch of her lineage (see pp.60-1).

Land rights of various kinds are acquired and maintained as a
function of one's relationships with any of a number of groups.
Most proprietary rights are acquired within the range of sources
provided by patrilineal and matrilineal kin and other cognates
and affines but adoptees may also acquire proprietary rights
within landholding groups. In most cases noted where a man had
been adopted by a member of his own or a nearby village he had
continued to exercise in full his rights to the land of his natal
group.

597 In former times it was not uncommon for a successful warrior to
727 bring back the son of a victim he had killed during an intertribal
425 raid. The child would be brought up as a full member of the
adoptive group and would acquire land rights there. (Any new-
comers' descendants, such as the Arehu lineage, may be absorbed
into a narrow adoptive group of agnates while they are incorporated
only marginally into the wider descent group.)

597 There are frequent instances of temporary foster relationships
at Sivepe. Although a man who adopts a local child sometimes
acts only as a foster father without needing to grant land rights,
an adoptee needs neither to be destitute nor to relinquish any
A, [See Category 428, pp.111-117--Analysis] B, [See Category 428, p.112--Analysis]
C, [See Category 428, pp. 112-113--Analysis] D, [See Category 597, p.60--Analysis]

597 rights he has already received from his natal group before he may acquire proprietary rights and become a permanent member of the adoptive group. He may transmit the former rights to his sons, themselves full members of the new group.

• [425] As long as he stays with this group and land is not in short supply he may inherit an equal share with his adoptive father's children. All rights are relinquished if he returns permanently to his natal group. If the land held by the adoptive group is scarce and extensively used by its members, he may become a permanent member of this group without acquiring rights to its land, especially if he was not previously related to the group or if he has access to other land.

An adoptee can continue to exercise his rights to land of his father if it is nearby but it may be difficult for him to retain land which is too far away to cultivate often and, unless he has close kin there protecting his interests, his rights and group identification tend to be contested.

The way rights are established by adoption, as with rights acquired by other processes, cannot be predicted far in advance for the actual rearrangement of proprietary rights in any particular case will be determined by the current relations between the parties involved.

425
597 By way of example, one man born into Ato clan is living with his wife's lineage, Bebehupa (of Jegase clan). He has no other close kin and Awala is the nearest place of residence of any member of his natal clan; he is widely and consistently spoken of as a Jegase man (d6J). When his father, a member of Heherita village, was accidentally killed when trying to mediate in a violent dispute between his clansman and Jegase people, his mother married a man of Arehu lineage. He was never given rights to plant on his foster father's land because it was under heavy use but he inherited some land near the Jegase holdings from his father. His wife also inherited land from her father, a Bebehupa man, who had no sons or brothers, and he has sometimes cultivated that.

However, due to serious illness, he is not active in the social and political affairs of his foster father's and affines' local descent group. As he is in a dependent and marginal social position and can use land of his own, his intermittent efforts to cultivate the Bebehupa land are not warmly welcomed by the leader of this lineage, regardless of the stated intentions of both the adoptee and his wife, a childless couple, to pass the land which each inherited to the sons of the Bebehupa leader.

613
614 In practice there are no land rights and obligations which the different Jegase lineages recognise toward each other as members

614 is the claim, however well founded, that this was part of the local ancestral land of men of their own clan.

The affirmation of the common territorial interest of the group of Jegase clansmen in the neighbourhood would occur only when we were proceeding with a series of enquiries both into the boundaries of the scattered parcels held by smaller groups or by individuals and into the source of their rights. This suggested that, in view of the frequency of individual transfer of parcels of land among non-agnates, the explicit assertion of the unity of the enduring group and its territory may be an ex post facto argument. This is both an affirmation of common grounds for legitimate land claims of individuals and lineages, irrespective of the actual origin of their rights, and also the most decisive means of differentiating clearly one parcel of land from adjacent holdings of members of other clans.

The appearance of a patrilineal ideology in this context might be expected of members of a loose-knit descent group with a territory interspersed with territories of other members of the local community in which an elaborate network of non-agnatic and affinal ties plays an important part in each individual's life. It is by virtue of such interpersonal ties, hardly less than by shared membership of a local patrilineal group, that close face-to-face contacts and bonds of friendship are maintained, mutual assistance is offered, temporary rights to land are exchanged and, by these means, claims to inherit land are established in many circumstances.

571
602
425
428
d. Patterns of landholdings

614 There are 60 blocks altogether which are either wholly or partly made up by one or more of the parcels held by the sample A (138 acres in all). In general each block is held by members of a single clan branch but 3 are divided so men of each of the 2 sample groups hold sections. In other instances members of different clans and of other villages hold a contiguous section of the named area but these were not measured. Eleven blocks were subdivided between 2 lineages of the same clan and just on half the total number of blocks contain internal boundaries between different householders in the lineage. No 2 householders are regularly associated with one another in the holding of rights in the subdivided blocks. The distribution of these and other parcels of the lineage land among its members is almost random.

[613]
[613]

1 In one instance 2 men (who are brothers) held adjacent sections of several blocks but these sections represent only a small proportion (by area or number of parcels) of the landholdings of either man.

A, [See Category 601, p. 32--Analysis]

614 For example the sons of 3 brothers, A, B and C (see d10J, and d9 and d8 on genealogy),¹ together with another classificatory brother D (d12J) between them shared rights to at least 13 blocks of Bebehupa land. A and C held 1 block, A and B held 3, A and D held 2, A, B and C held 2, A, B and D held 2, A, C and D held 2, and A, B, C and D all held sections of 1. Data on B's and C's land were collected incidentally since they were not included in the sample and they may have other blocks which they share. D has other blocks some of which are shared with other people. The sections held by any one of these 4 men do not form significant patterns of contiguous holdings or even distinct patterns separated from the land of another of the 4. The spatial distribution of his sections reflects only the general distribution of the land of the Bebehupa in relation to land of other descent groups. Nor are the sections allocated among the 4 men according to soil types.

The arrangements for dividing the land between brothers are associated with the fragmentation of land held by individuals and groups. Informants could not account in any detail for the complex pattern of the distribution of parcels of land among different groups or even among a few householders of one lineage but would cite the practice, perhaps adopted by members of successive generations, that a man with a number of sons would divide his larger blocks of land and distribute the sections and other smaller parcels among them as convenient.¹ A sequence of transfers of even a few of these small parcels between kinsmen not of the same lineage, is a further process which, although informants did not suggest the possibility, would readily produce fragmentation of holdings of descent groups; we came across no instances where reciprocal transfers were effected in order to consolidate either areas of land held by individuals or territories of groups.²

There is extensive interpenetration of the landholdings of clan branches in the neighbourhood. The largest continuous area of Jegase land is centred around the abandoned sites of previous settlement, particularly Simbehata and Pusahambo where most of their ancestors lived earlier in the century. Members of this

¹ Two brothers in our sample each claimed a particular number of the father's blocks and sections for himself whereas they held joint rights in other blocks which could be passed on to their sons. However, we could not establish the reason for this distinction.

² We know of 1 man (d9) whose share in an inheritance of land from a distant clansman and maternal kinsman (see Appendix E, p.111) was organised so that the parcels he received were those which his clansman had held adjacent to his (the beneficiary's) own patrimonial land.

• [425]

614 clan branch claim that in the years before contact Jegase men extended their control over areas of land northward from this area toward the territory of the hostile Togahau and Divinikovari. They claim that this expansion was restricted by pressure from enemies but it is difficult to determine how often open conflicts preceded settlement in these outlying areas or how much it was limited rather by expansion of descent groups within the tribe or of other local groups.

The pattern of fragmented landholdings of local clan branches is said to be due to the fact that members of allied clans would move into an area of unoccupied land about the same time to clear contiguous areas. Any descent group which later found its holding no longer adequate for immediate needs and wished to open up new land would often find the surrounding land already settled and would move to the edge of the area so far appropriated as gardening land by the members of these groups. The explanation sometimes given for the existence of an enclave of one clan branch's land within another's is that a Jegase man, for instance, had lived with the Seho people holding the larger area and had cleared virgin land near them.

[476] The men exploiting new land often worked in association with some of their co-resident clansmen but the apparent lack of regular co-operation between members of patrilineal groups larger than the expanded family in opening up unoccupied land may account for some of the present scattering of clan branch land or even of the areas occupied by separate branches of 1 clan.¹

[425] Informants stated that the initiative in establishing rights to previously unoccupied land was taken by individual cultivators and that the land which they acquired was retained by their lineal descendants.

[613] Some people suggested in answer to our questions that subdivision and further fragmentation of areas of Jegase territory, now identified with one or other of the lineages, occurred where large numbers in successive generations settled within, and made more extensive use of, one after another of the areas where an ancestor had been first to claim land or had at some stage effectively occupied it.

¹ Norton (1962:6) gives a similar explanation of fragmentation and suggests that it occurred more often after the extension of administration control when the co-operation between members of separate clans formerly residing together for mutual protection was carried over into the activity of opening up areas further afield from their village.

[62] facilitated the type of local movements that we noted occurred in
[34] the neighbourhood of Sivepe. However at times¹ the density 'on
[72] the ground' of villages of the standard size found in the other
Orokaiva tribes may be misconstrued as a state of advanced frag-
mentation of settlement.

It should be noted that the limited amount of relevant detail
on the areas where Williams worked² fails to indicate a significant
difference in size between the Aiga village averaging 26 people at
that time, and the Wasida village, with about 6 houses and a
single-boys' house.

166 The Sivepe people have moved only singly or in small groups
[65] except when villages have been directed to amalgamate by the
Administration. The villagers say that, except when they were
evacuated to Ilimo refugee camp, they have never been forced to
[614] move from the area which had been held by their ancestors, or to
rely on outside groups for access to land. Our evidence indicates
that, except for limited expansion into unoccupied land early in
the century, all the major shifts of residence of the sample clan
branches have been confined to their own territory.

• [425] People who have moved to take up rights in other land have done
[614] so by exploiting personal ties of kinship or affinity. We found
no instances of overlapping land claims at the clan or local
branch level such as are found in other areas of Orokaiva territory
where enough land was available for whole clans to move the location
of their settlement some distance to unused land of a friendly
group.

621 Belshaw (1951:3) observed that in the years preceding the
Mt Lamington eruption
there was much feeling among Government officers that the
relatively poor houses of the district, and the small
hamlets, should give way to new villages built on the
'Kokoda' pattern, that is a line of substantial houses
built around a grassy village square.

[178] The people tended to resist this change, but they had made some
[166] moves to amalgamate 'hamlets' (see p.34). He noted also that
there was much movement between villages, and that it usually
involved a man's leaving his father's land to live on that of his
mother or his wife.

¹ For instance, when the densely populated area stretching from
Isivita to Isoge and Awala villages struck the writer of one
generally observant report as 'literally a mass of small hamlets'
some of them with no more than 20 members.

² See Williams 1930:7; W.1.

241
171
361 With the passage of the cultivation cycle over a Chimbu sub-clan's territory, gardeners move from one men's house to another, either as a persisting group of agnates working contiguous holdings, or as individuals joining more transient groups which are dissolved as gardens near the house revert to fallow (ibid:98; Brown and Brookfield 1959:68). As they extended their cultivation to other areas, 37 per cent of a sample of 193 men had moved from one men's house to another over a period of 16 months (Brookfield and Brown 1963:98) and the men's houses themselves last no longer than 5 years (ibid:12).

241 In Sivepe on the other hand, gardens tend to be scattered and isolated. Father and son often have adjacent plots in one garden area but the son usually has at least 1 other garden elsewhere. A young married man often has 1 garden on the land of his wife's father, whom he will periodically assist in his garden. Older men in general adopt the technique of progressively planting and clearing a single large area while younger and more active men, usually with more obligations to affines, tend to cultivate several scattered smaller plots.

[621] There is no local group or extended kinship group which commonly combines to make a block of contiguous gardens. Even when all members of the village plant simultaneously for a special feast, the gardens are not adjacent. A man usually takes advantage of the choice of exercising planting rights on the land of a wide range of kinsmen (not necessarily his agnates), both those within the village and to a lesser extent kinsmen from other villages. Several had current gardens on their mother's brother's land, some on the nearby land of their wife's brother, sister's husband or daughter's husband.

613
614
184 In other Orokaiva areas (such as Inonda) gardeners of one lineage often have a reciprocal arrangement with another lineage of the same clan in the village to cultivate a parcel of their land with them, but this is not a common practice at Sivepe. In the few cases where several kinsmen have made adjacent gardens the gardeners are mostly cognatic kin from different clans or villages and each will probably make his next garden with different kin or on an isolated parcel.

166
171
425
[578] Encroachment on boundaries is feared¹ but does not seem to result in repeated changes of residence as it does among the

¹ The 3 instances of boundary disputes recorded were between Bebehupa and Usuhu people. According to the older men the Usuhu were formerly a Jegase group and they share many boundaries with the Bebehupa; the recent split in Binduta between the 2 groups has been accompanied by friction over a number of issues including the definition of boundaries.

Table 5

Rights to land currently cultivated by the sample

Nature of planter's rights to the land currently gardened	No. of gardens	Area of gardens (acres)
1. Planter is a member of lineage holding proprietary rights	15	9.17
2. Member of a different lineage but same clan branch	5	<u>2.57</u>
On land of planter or co-resident agnate		11.74
3. Member of a different clan within the same village	10	4.49
4. Member of another branch of the same clan	1	0.10
5. Member of a different clan and village	<u>3</u>	<u>1.51</u>
On land of others		<u>6.10</u>
	34	17.84

Notes: 1. Of the 5 members of other clans or villages who were using the sample's land, 2 were using the land of their mother's brother's sons, 1 the land of his sister's son and 2 the land of members of their dispersed clan branch in a village other than their own.

2. For rights to land carrying cash-crops see Ch.4, Section c, and Ch.5, Section b. ^A

Chimbu or to influence the choice of a garden site; a Sivepe man shares land boundaries with many gardeners but his prescriptive rights to his holdings are not so constantly jeopardized if he fails to cultivate his land while neighbours are using adjacent areas (see Brown and Brookfield 1959:25).

Moreover with short periods between successive cultivations and with necessarily extensive total areas used for cultivation a man claims to be able to fix boundaries on fallow land in some detail. These are either demarcated by large trees or shrubs at fixed points or coincide with the courses of the numerous creeks or with roads. The boundaries common to members of different clan branches appear to be neither more nor less clear than those shared by smaller groups.

A, [See Category 245, pp. 83-86; Category 249, pp. 87-93; Category 423, pp. 96-98--Analysis]

423
63
614

166

171

425

[614]

425 f. Local organisation and land transfers

(1) Land use. The use of land is necessary in two senses to validate a land claim among these Orokaiva. Usage is an important factor in determining the extent to which land is identified with the component units of the group which claims to hold land (cf. Williams 1928:125 and Plant 1951: Appendix 2).

425
184 Four factors have produced a closer identification between a household and the patrimonial land it cultivates than in some other Orokaiva areas: first, the frequency with which an adopted member retains and transmits to his own descendants land which he acquired from his natal group; second, the limited supply of land; third, continual use by people of the lineage land used by and inherited from their fathers, in that no special access to land of other lineages of the clan branch is accorded to them simply as a group of co-resident agnates; and fourth, a fertile soil which allows a short fallow cycle after single plantings of a predominant soil-exhausting crop.

613
428
[848] It has been common practice for distinct genealogical branches within the lineage to exercise continuous and exclusive rights to separate areas of lineage land. The small group within which these prescriptive rights are exercised and transmitted does not easily endure demographic changes and if there are no surviving male members, the rights it exercised may in certain circumstances devolve on a female member, for instance, and subsequently to her son, even if he is illegitimate, or perhaps a claim of a relatively close agnate will be overridden in favour of a distant clansman, with or without other cognatic ties to the group. When these rights are transmitted outside the direct male line, residence and land use are important as factors which influence the definition of the rights of the beneficiary vis-a-vis surviving members of the wider patrilineal group. As noted above the scope of the authority of members of the wider group in questions of land tends to have been limited by the frequent independent movement of the smaller units.

425
[606]
[614] Our descriptions of the kinship composition of the village and neighbourhood and of the social elements of land use indicate that it is common to find men living and gardening in the same village or neighbourhood as their mother's or wife's kin and that the relationship with these people in certain cases overlays some patrilineal affiliation. Individual ties of clanship too are sometimes given new significance when reinforced by co-residence and exchanges of gardening rights. These patterns, we suggest, are correlated with repeated instances of transfers of prescriptive land rights from the small effective landholding group to kinsfolk of other lineages or clans.

425

In such circumstances where the recipient and the original rightholder have lived in the same village or in neighbouring villages which are closely related and have worked together the land in question will be occupied by a person who has already established and maintained an accepted status in relation to the former landholder's group and who often has special relationships to particular kinsmen within it. At the time, accordingly, the transfer is to the recipient as an individual¹ and not to a patrilineal group. After the passing of a generation however it will come to be regarded as part of the heritable territory of his agnates.

[428]

Moreover, there may be no immediate change in the use of the land involved and the extent of the rights being exercised may not be clarified for some time. In several cases we noted that a balance was eventually struck in dividing the land between claimants who were co-resident but distantly related patrikin of the deceased rightholder and those who were co-resident non-agnates.

Unfortunately, since our survey was short, we could gather little significant evidence of any disputes which may arise between parties with conflicting interest in such land. Our data include on the one hand instances where a transfer of rights still within memory has been confirmed over time and on the other the stated intentions of members of landholding groups as to the transmission of their rights.

Since the blocks involved are small and the fragmentation and interpenetration of the holdings of patrilineal groups is extensive, there is little concern for the maintenance of the continuity of the territory of these groups.²

[428]

These transfers which are prompted by individual needs and demographic changes lend flexibility over time in the distribution of land which is a comparatively scarce resource. Population pressure has not resulted in greater conformity to the ideal system of patrilineal inheritance of available land.

171
121

(11) Orokaiva and Chimbu land holding and residence compared. We maintain that our account of the mountain Orokaiva shows not only the underlying contrast, in some respects, but also the significant characteristics in common with the Chimbu so that it

¹ But in some cases a clear identification of the recipient may be arbitrary - e.g., to name him as either an affine or else a cognatic kinsman of the original holder is sometimes rather inaccurate, if the kin of these categories are father and son (see Appendix E, p.111).^A

²

See Brookfield and Brown 1963:133.

A, [See Category 428, p. 111--Analysis]

178 individual mobility among the mountain Orokaiva. We especially
361 doubt the generalization that the introduction of tree crops
166 induces the fragmentation of villages into small 'bush settlements'
241 which many observers thought would be established on the site of
the gardens. When Agriculture staff first advocated individual
cash-cropping among the Orokaiva, the policy was opposed by mission
staff who feared that the villages would disintegrate as each
grower moved to live near his coffee garden.

This has not in fact eventuated although there has been some
movement from large temporary post-eruption settlements like the
Isivita villages when immigrants returned to their own land to
plant coffee or cocoa.

425 b. Developments related to land tenure

Disparities between the areas in which individuals and groups
held proprietary rights are overcome by individuals acquiring
rights to other land through interpersonal relationships. Cash
cropping by individuals does not seem to have reduced the flexi-
bility of exchanges and transmission of land rights. Three of the
5 persons who planted coffee on land held by members of our sample
are not members of the group holding proprietary rights. Simi-
larly, of 28 people who applied to the local government council
for registered areas of cash crop land on 7 blocks held by the
sample, 8 were not members of the rightholding group.¹

[654] The need for such transfers is increased by requests from
extension officers and the council to locate coffee gardens
contiguously to facilitate pest control, extension services and
surveying.

[241] Morton (1962:12) argues that new practices in the transmission
[178] of land rights have emerged with the expansion of coffee growing
[177] since 1956. Our evidence, however, shows that the significant
change has been rather the introduction of a new method of cash
cropping. The only experience the Orokaiva had of commercial
agriculture previously was of large-scale production on planta-
tions owned or directed by Europeans. They had not entertained
the possibility of production on an individual basis.²

423 Morton expresses a view widely held among government officers³
614 that the introduction of perennial crops is seen by members of the

¹ Four of the other 20 applications were made on behalf of members
absent in employment and 2 on behalf of boys.

² See Crocombe 1964:30.

³ See Minutes of Higaturu Native Local Government Council Meetings.

423 landholding groups such as the clan to require adjustments in the
614 way they exercise their land rights. He feels that persons with
423 authority over the use of a clan's land seldom interfere when it
is used for food gardens, but exercise their prerogatives more
strictly when permanent cultivation is proposed. He therefore
considers that registration clearly defines individual rights for
the first time and that this is done by public decision of the
whole clan.

[423] We would maintain that the clear differentiation of prescriptive
rights of individuals and small groups in Sivepe owes nothing to
cash crops or allocations by land controllers or the whole clan.
The function of the registration scheme is to guarantee these
rights for cash crop land and to provide facilities for transfer
which are no less flexible than those which already exist in the
area.

423 Meek (1949:285) points out that new methods of establishing
security of tenure should follow the current local tenure practices
because 'the manner of recording rights necessarily affects the
form that landholding may take'.

In mid-1960 39 people with interests in Sivepe land lodged
applications with a Cadet Patrol Officer for registration of land
usage rights in 8 blocks of land (perhaps 10 acres). Under the
Higaturu Council Registration scheme the legality of the registra-
tion was uncertain. The Orokaiva were not aware of this and
accepted registration as binding. Many people thought that the
application forms they received and filled out constituted
registration (which they did not). Late in 1963 an officer con-
ducting land registration visited the village but the people
claimed that he would not register their blocks because he was
dissatisfied with the lack of preparatory boundary clearing. The
type of information sought by officials in completing the applica-
tion forms reflects assumptions about clan ownership which do not
fit the actual tenure situation.

[423] If the holder of prescriptive rights should wish either to have
them confirmed as permanent rights or to transfer them to one of
his kinsfolk any official recognition of an artificially large
group as holders of residual rights could provide a precedent for
influential persons in that group to extend their sectional
interests to include land held by others in the group.

Similarly encroachment could occur if members of a group
assumed to hold rights jointly are allocated permanent rights
without attention being given to the interests of persons who in
fact hold the land in severalty.

The distribution of power would be realigned with a stereotype,
transfers would be impeded and litigation increased unless the

423 procedures for determining and recording titles were amenable to local regulation and adjustment by the institution conducting the registration. This does not mean that more than one type of right need be guaranteed or that security of title is unimportant.

657
423 A registration scheme would function best as a mechanism for resolving uncertainties over landrights in other areas where it could enhance the productivity of large blocks of land by rationalising the overlapping claims of members of 2 or more clans. Due to the extensive fragmentation and subdivision of group territories around Sivepe and the restrictions which have been imposed on the scale and range of the past movements of groups, there were no apparent conflicts in the locality over rights at the clan branch level. The current incidence of interpersonal disputes affected only a few small parcels and did not seem to be a persistent obstacle to productivity.

[578]
[425] The question is now of reduced significance as the Higaturu Council scheme has been superseded by more comprehensive provisions for land tenure conversion. Nevertheless, registration of permanent individual rights, whether on a person's own land or another's, is desirable in order to preclude disputes which might otherwise arise once the value of the land is increased by the introduction of permanent improvements in the form of cash crops.

121
[171] We contend that it is legitimate to extrapolate our local information by assuming extensive social and cultural uniformity among the mountain Orokaiva. Analysis of tenure practices and territorial organisation of Sivepe groups shows that in important respects the landholding systems resemble those characteristic of certain closely-settled unilineal communities of which Chimbu might be considered the type. We therefore maintain that modern mountain Orokaiva land tenure and local organization differ considerably from the model introduced in outline by Williams in his original monographs (1925, 1928, 1930).

171
423 Finally, we wish to indicate the general significance of the type of council scheme for land registration discussed here, and this is best done by quoting at length from the report of the Mission from the International Bank. It claimed (1964:33) that solutions to land tenure problems in Papua-New Guinea would be found more readily if greater responsibility were placed 'on the native people, including the local Government Councils, to work out their own solution adapted to varying circumstances'.

This would not mean the recording of title under standard European procedures and would 'require comparative flexibility on the part of the credit organization designed to assist and stimulate native production. On this approach there could be much delegation of responsibility' among government staff and 'much

[179] [654] [382] However, different proposals had already gained wide currency; whereas the Administration had previously refrained where possible from participating in the local development of rubber, agricultural extension services have been expanded in response to widespread renewed interest among the villagers and Department of Agriculture staff have recently established a factory near Ombisusu village on the scale considered suited for economic viability. It has an optimum capacity for the production of sheet rubber on smallholdings of 20 to 50 acres under high-yielding trees.

[425] Part of the programme at Ombisusu has been the redistribution of land for development as individual cash-crop blocks similar to the Yega cocoa project.¹ Demonstration of this development has undoubtedly further stimulated local interest in rubber. It is calculated that the problem of capital for investment in such a factory, a figure of the order of \$240, might be met in the absence of sufficient village entrepreneurs by the co-operative ownership of facilities by a small number of neighbouring growers.

On the other hand the European who has been buying rubber from the villages believes that 6 smallholders, for instance, each with 6 acres, could be expected each to receive a net annual income on present prices of about \$360 (after repaying a loan) only if the producer were to tap daily for 310 days a year on a semi-commercial standard and produce good quality sheet rubber without direct supervision from a fully qualified officer.

He envisages instead a pilot project which would involve the planting of about 100 acres with high-yielding seed at Sasembata, for instance, where the project 'would be partially financed by some 34 rubber areas now in bearing' and, having little overhead cost, 'could afford European supervision by subsidy from the Administration'. The new land might be made available on a co-operative basis; this should be developed by labour receiving 'a minimum basic wage and the unpaid value be credited as units held in shares', whereas the villagers tapping existing stands could sell the latex at the project centre on a poundage basis.

The Department of Agriculture's budget-planning, incorporating the possibility of small loans to producers, has been carried out on the understanding that all smallholdings should be held and worked by an individual or nuclear family.

[435] Establishment costs might be reduced if the building standard were to be lowered judiciously, if standard agricultural equipment

¹ The participants in these schemes were reported to be keenly interested in the possibility of receiving registered title under the Land Tenure (Conversion) Ordinance, 1964.

Appendix E

Cases of land transfers

428
425
This section presents our information on the only recorded cases concerning land inheritance where the ideal norm of lineal transmission has not operated automatically and where we could obtain enough detail to indicate clearly the factors involved in the devolution of specific rights to a particular beneficiary from among a range of candidates.

I

One of the 2 Berekipa men who came from Hamburata and established Fusahambo village was given a parcel of Timumu land and was able to re-activate rights in some of the land which his father had held. Nine acres in all, this was the only land held by the Berekipa people when it was inherited by the present senior householder of the lineage. The son of the other immigrant who claimed no land in this area still depends on the senior man for gardening rights and on his own wife's brother of Arehu lineage.

II

His wife's classificatory brother (d7), just before his death about 1960, set aside 4 acres of land close to Sivepe to be inherited by their son (e2J); this Arehu man had no children and the rest of his land¹ was inherited by his mother's 'sister's' son (d9), another Jegase (Bebehupa) man with whom he had once lived at Korogombata and later at Avala where he had moved from Sivepe several years before his death. He had maintained close relations with the 'sister's' son (and clansman), the youngest Berekipa householder at Sivepe, and was buried by him. The transfer of land to him was sealed by a return gift of f5 and a pig; this was given, of his own accord, by the beneficiary's father to

¹ He had already given a small parcel of land to his wife's brother who was also his sister's husband and lived at Sivepe. This man's heir (e4S) has now planted coffee on it.

112

428
425 the deceased's father (an old man soon to die himself) so that, he said, the transfer could not easily be contested later. Each of the 3 Berekipa householders has since cultivated a subsistence garden on the land.

III

One brother of the Arehu man who accepted the return gift was the mother's father of the Berekipa man who received the land; another brother had held land consisting of parcels mostly adjacent to this and these were inherited by his daughter, an almost totally crippled woman living at Sivepe (d5). She has granted the Berekipa man rights to her own parcels; it is agreed that these rights differ significantly from those he acquired about the same time to the 4 acres nearby: he claims effective control of the use of the land on behalf of the woman and her illegitimate son until he is adult. He agrees that the son would inherit the land from her.

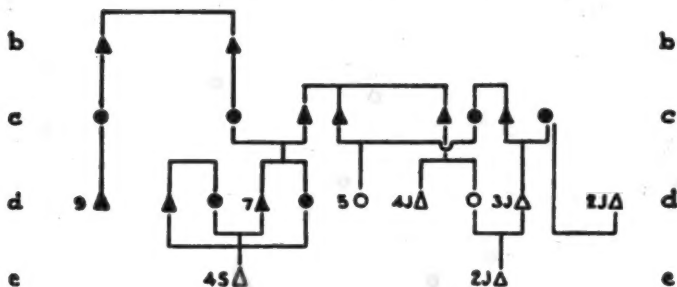
The woman and the boy live in the house of her mother's sister's son, the senior Berekipa householder. The younger man now uses and expects ultimately to inherit the land of this householder, his father's adoptive father. He would no doubt prejudice these rights if he were to lay permanent claim alike to both areas which the Arehu have passed to his control. However, he has planted a coffee plot on land he controls on behalf of the woman and neither expects that the income should be shared in return for such permanent use of the land.

IV

The only Arehu person at present exercising rights to Arehu land is the only adult male representative of the lineage in Sivepe (d4J), a widower with 1 daughter married into another village. About 1954 a younger brother moved to Agenahambo and on to the land of his wife's lineage, some of which he anticipated his young sons would eventually inherit. The elder of the 2 brothers claims that he now controls all the land they received from their father and that unless the brother and his sons return from Agenahambo they will forfeit their claim to Arehu land in favour of his sister's son, to whom he proposes to pass on his own rights. This man (e2J) is the Berekipa householder who has already used his links with other Arehu to acquire land rights; he has a current garden on the resident mother's brother's land. However, he is doubtful as to the outcome when the issue of the other land is forced. It is impossible to predict what will

¹ We do not know what obligations to the Arehu they incurred on former occasions for temporary use of their land.

SELECTED GENEALOGY I



425
428
601

428
425 happen if the absent Arehu man and his sons do not return to re-inforce their rights by continued residence and cultivation of the land.

However, it is clear that whatever the result of the statement of his intentions, the resident Arehu man stands to place others in a position dependent on him. He has ample land but no sons or close male patrikin in the village; little opportunity to manoeuvre is afforded by the tenuous relationships he has with Jegase clansmen other than the Arehu and Berekipa. By playing one of these against the other he can create new obligations to himself among the Berekipa, his sister's husband's group, to whom he has granted planting rights for some time, or perhaps attract members of his lineage back to the village.

Postscript. Since our departure the Arehu man has succeeded in attaching a newly-established household to himself: the exchange transactions for his daughter's marriage (to a Soroputa man) have been completed. He claims that he accepted only f9 and 2 pigs from the husband's kin although more had been offered. His reason for rejecting the larger offer is that the married couple have made their home next-door to him at Sivepe; if they had built at Soroputa, he said, he would have accepted (E. Waddell: personal communication).

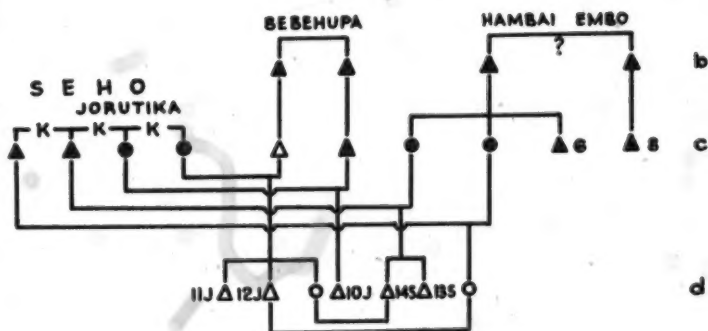
However, the point of interest here is that he has been asserting that his daughter's husband will inherit his land. We do not know whether the husband is expected to inherit the land the Arehu man now controls for his brother or only parcels he himself inherited; it does not seem likely that in either case his stated intention to pass some of the land to his sister's son could be discounted altogether, short of an improbable breach in relations between him and his sister's household.

V

The only surviving members of Sesevopa lineage are 2 sisters, 1 of whom lives in Sivepe married to a Seho man. She claims 4 parcels of land inherited from her father and exercises her exclusive rights to the produce of trees there but gardens on her husband's land. She jealously protects the rights of her sons to inherit this land and most members of other lineages concede that because they are living in the village they will acquire the land whereas their mother's sister's sons at Klorota will have no rights. However, in the past the Sesevopa have been closely associated with the Bebehupa and the leader of this lineage, without openly opposing her claim, takes other opportunities to advance the view that, for the present, title to the land rests with her father's kin whom he insists he represents.

425
428
601

SELECTED GENEALOGY II



VI

425
428

One Jegase lineage, Hambai'embo, has recently died out and its land has been transferred to members of other lineages and clans. The land of 1 man (c8) was divided when he died without sons or brothers. Three parcels were inherited by his daughter's son (e6S) and the rest were shared between 2 men of Bebehupa lineage (d9 and d12J), who lived in the same village as he.

VII

Several other parcels of land of Hambai'embo lineage were inherited by 2 Seho men (d13S and d14S) from their mother's brother with whom they had lived in Euru village. Neither this Jegase man nor his brother had sons and on his death rights to some of his land were transmitted to the sister's sons and some were assumed by his surviving brother. As this man had no family he lived in the household of his sister's daughter's husband (d12J, one of the Bebehupa men just mentioned) who inherited the land when he died. This heir and the Seho men have made conflicting claims to 1 parcel formerly held by the Hambai'embo; it is quite possible either that there never was a clear-cut division of the paternal land between the brothers of that lineage, although they seem to have lived and gardened in different areas, or that the dispute centres on questions about the shares inherited by the surviving brother and by the sister's sons of the first brother to die.

VIII

Three of the 4 Bebehupa households in Sivepe have current gardens on land of members of Jorotika lineage of Seho clan at Sivepe. The mother of the head of one of these Jegase households (d10J) was a member of a genealogical branch of Jorotika which has no resident members. The land of his mother's brother (who has been absent in Port Moresby for about 20 years) is at present controlled by the gardener's neighbour, another Jorotika man (e4S), who has confirmed that the area now used by the Jegase man may be passed to his son. His mother had been the only Jorotika person to use it continually in the past.

IX

The 2 other householders are brothers (d11J and d12J) whose mother belonged to a second Jorotika subgroup. One of them (the leading member of Bebehupa) has been making several successive gardens nearby on the land of his mother's brother who lived in Sivepe. His wife's classificatory brother (d13S) controls this portion of lineage land as a member of the same Jorotika subgroup; he is the most prominent and influential member of the Sivepe branch of Seho clan but he was not consulted on the question of

425
428 the transfer of the other Jorotika land. He has dismissed the
Jegase man's claim that he and his brother have rights similar to
their lineage-mate's (dl0J).

The 2 disputants are the same parties who made conflicting
claims to the Hambai'embo land.

241 that is then cultivated contiguously,¹ while in the high density
 423 areas there is a tendency towards a more individual pattern of
 [613] exploitation. Short-term rights to land for the non-lineage
 members are frequently granted (on a reciprocal basis), sometimes
 to facilitate contiguous cultivation or to compensate for inadequate
 landholdings. This pattern is promoted by the high degree of
 fragmentation of individual holdings. Further to this, Rimoldi
 • [425] (1966:62, 95) observes that plots are often permanently transferred
 outside the direct patrilineal line, and this applies equally to
 [571] land under both cash and subsistence crops. In the Inonda area,
 however, Crocombe and Hogbin (1963:73-5) observe that there is
 considerable reluctance to plant, or make land available for
 planting cash crops if the land has not been acquired patri-
 lineally, for fear of subsequent disputes. Thus the tenurial
 situation may be of considerable significance in the development
 of cash cropping.

245 Traditional tree crops are not planted in stands or groups like
 428 cash crop trees, but are widely scattered and may equally well be
 planted on patrimonial land or on land of affines or matrilineal
 kin. Inheritance of rights to trees usually does not involve
 rights to the land on which they stand. However, owing to their
 wide spacing, their presence rarely seriously affects other cul-
 tivation of the land.

¹ The decision-making process has not been investigated but it appears that there is no institutionalised position relating to land matters. An exception is provided by the Yega of the Gona census division who recognise a 'land custodian' (see Dakeyne 1965:55).

² It is possible that this is an expression of the fact that sufficiently large areas of suitable secondary forest are not available at any one time to permit contiguous cultivation. Two other factors are that in low density areas wild pigs and other animals necessitate the fencing of gardens, a task which is easier for contiguous groups than for individuals, and that in forest much wider fringe clearing is necessary than in low second growth. The volume of fringe clearing per garden is much reduced if gardens are contiguous.

[311]
 [136]
 [471]

241 was also diverted to the plantations being established in the Sangara area under the Ex-Servicemen's Credit Scheme.¹

443 The increased rate of development after the war, a re-orientation in policy towards individual rather than communal holdings, the allocation of the majority of settlement blocks under the ex-servicemen's scheme to Papuans and New Guineans, and the establishment of the Higaturu Local Government Council in 1956 and the Oro Bay Council in 1963 have probably all served to transmit to the Orokaiva a sense of participation in the development process. At the same time, incentives for the acquisition of cash have grown with the proliferation of trade stores (including over twenty owned by Orokaiva men) and the establishment of companies seeking local share capital, while interest in the sale of produce has increased with improvement in communications and with immediate cash payments for such sales.

241 An important factor in the growth of interest in cash cropping
657 has been the implementation of a variety of land tenure and market-
[425] ing schemes, directed entirely towards the indigenous producers and in part initiated by them. Since 1957 the Higaturu council has been encouraging the registration of individual cash crop holdings,² the Yega people at Gona have begun subdividing clan land into permanent holdings, while similar developments within the context of the Land (Tenure Conversion) Ordinance 1963 have already been initiated.³ There are now ten co-operatives operating in the sub-district, predominantly along the coast; most are concerned primarily with marketing copra and providing retail stores, but this also includes the Orokaiva Coffee Growers' Society (OCCS), which was established in 1962 to operate a factory previously erected by the Higaturu Local Government Council and to purchase coffee from the growers.⁴ By the end of 1964 subscriptions by villagers amounted to \$7,010, held in \$10 shares, 65 per cent of this total having been raised in the first six months of operation. The society paid its first dividend of 5 per cent in November 1964.

454 In 1963 an expatriate planter established a local trading company, Oro Ltd, comprising three Papuans on its board of six directors and seeking local share capital in minimum holdings of \$5. Again

¹ See Howlett 1965, for a detailed description.

² See Crocombe and Hogbin 1963:89-93.

³ Each with varying degrees of success. The Higaturu scheme, for instance, fell into abeyance in 1964 due to a shortage of staff capable of surveying the holdings for which registration had been requested, as well as its doubtful legal validity.

⁴ See Crocombe and Hogbin 1963:94-6.

241 often high. A large proportion of the ex-servicemen settlers in
[425] the sub-district comprises former Orokaiva villagers and, up to
10 December 1964, the DASF in Popondetta had received requests
from thirty-five villages in eight different census divisions for
the conversion of clan lands to individual cash crop blocks under
the 1963 Ordinance. This suggests that intending cash croppers see
their best opportunities as lying outside the village environment.
In acknowledging this, an important factor is, according to Morawetz
(1967:18), the advantage of having a consolidated holding instead
of fragmented and often widely scattered plots, which are wasteful
in terms of work organisation and therefore productivity per labour
unit.

accessible by road, enable more efficient agriculture extension services, facilitate pest and disease control, and permit a centrally located cocoa fermentary.

To ensure competent local supervision of the establishment of the cocoa plantings, the Agriculture Department Extension Service built a village on the north bank of Ononda Creek. Here trainee agricultural field-workers lived while they worked with the Yega advising and assisting them in the unfamiliar tasks of laying out their blocks, 'lining' the shade trees and ensuring correct spacing of the cocoa trees. The D.A.O. entrusted a local Yega man (Napoleon Aiga of Sambori clan) with the supervision of this work. Although he is not a trained agricultural worker (he was a clerk in the agriculture office at Ioma when selected for the job), Napoleon is a man of great drive and ability; he had the confidence of the Yega and was able to direct and control the trainees who worked with the villagers in the early stages of the scheme.

Beginning in May 1960, an area approximately 7 by 120 chains was rapidly cleared by communal labour with most of the men of all Yega clans taking part. Provision was made for a road down the centre of the cleared area; 48 blocks were marked off, 24 on each side of the central road on 5-chain frontages. The number of blocks was based on the number of men who originally showed interest in participating in the project, plus two special blocks: one was allocated to the mission and one beside the Gona-Popondetta road was reserved as the site for a future fermentary. The remaining 46 blocks were allocated by ballot to participants in the work. The 46 men to whom blocks were allocated represented almost all Yega lineages; those lineages not represented were ones in which only old people remained in the villages, the young men having left home to work in paid employment elsewhere. After the ballot, one week was allowed for voluntary exchanges before a firm list of blockholders was drawn up. This firm list was, however, still subject to alteration within the framework of the traditional Yega land tenure system. Any cultivator considered to be unsatisfactory could be disciplined by the land custodian; if a blockholder failed repeatedly to comply with the standards expected he could be dispossessed, and his block reallocated to another cultivator. One such reallocation did, in fact, take place late in 1960.¹

¹ The blockholder ignored three warnings from Nixon about his laziness. As a result he was dispossessed and his block allocated to another cultivator; compensation of \$3 for work done already was paid by the new blockholder.

245
242
254
178
(361)

245
242
254
634
178
466

245
242
423
464
178
(614)

(613)

[466]
[425]

Table 5

Permanent residents of new villages of Binjapada and Ononda
As at December 1962 (to nearest month)

Informant	Village of present residence	Months since move	Village of last residence	Village of birth	Clan	Marital status
166	14 Binjapada	24	Beporo	Kanaunje	Seseko	M
361	1 " "	12	Niniyanda	Kanaunje	Seseko	M
614	9* " "	12	Niniyanda	Kanaunje	Seseko	S
621	2 " "	2	Niniyanda	Kanaunje	Seseko	M
	4 " "	2	Kanaunje	Kanaunje	Seseko	M
	5 " "	2	Kanaunje	Kanaunje	Seseko	M
	6** " "	2	New Garara	Old Garara	Andere	M
	7 " "	2	Kanaunje	Kanaunje	Seseko	M
	8 " "	1	Surilai	Kanaunje	Seseko	M
	24 " "	0	Beporo	Basabuga	Gena	M
	25 " "	0	Beporo	N/S	Seseko	M
	26 " "	0	Beporo	Basabuga	Eupu	M
	15 Ononda	12	Beporo	Kanaunje	Seseko	M
	16 " "	2	Beporo	Banumo	Seseko	M
	17 " "	2	Beporo	Banumo	Seseko	M
	18 " "	2	Beporo	Banumo	Seseko	M
	3 " "	2	Beporo	Gombe	Jambapa	M
	10 " "	2	Beporo	Banumo	Seseko	M
	20 " "	0	Banumo	Banumo	Seseko	M
	21 " "	0	Beporo	Beporo	Sanbori	M
	22 " "	0	Beporo	Beporo	Jambapa	M
	23 " "	0	Beporo	Beporo	Jambapa	M
	12 Ononda	30	Beporo	Banumo	Seseko	S
	(D.A.S.F.)					
	11 " "	12	Beporo	Banumo	Seseko	S
	19 " "	12	Beporo	Banumo	Seseko	S
	13 " "	2	Beporo	Gombe	Kurcu	S

[132] * Brother of informant No.1, whom he helped. He was a deaf mute and had not been allocated a cocoa block.

** He is a non-Yega man who was accepted into the Seseko clan of Yega. He was allocated a cocoa block in the Ononda Scheme and his son was adopted by a Seseko man from whom the boy could inherit land. At the time of the second visit to Yega in July-August 1964 this man had rejoined his own people and his block was reallocated to a Yega man.

[423]

● [425]

422 rights to the majority of the lands are shared by three sub-clans:
64 Tandai'undi, Andiriha and Jego'undi. (1) In view of the extent of
warfare and population movement in the past, it is likely that
various clans or sub-clans have occupied this land at various
times(2), but the passage of time erodes away the historical
facts from the memories of the living and what is important to-
day is not the facts themselves so much as the traditionally
accepted version (or versions) of them. The accounts given to
us accept the Tandai'undi as the 'original' rightholders in this
area, and the Andiriha and Jego'undi as having acquired certain
rights which are perpetual provided occupation is continued and
relations between the sub-clans remain amicable. The stability
of residence which resulted from the abolition of warfare has no
doubt resulted in a longer term identification of particular groups
of people with particular areas of land, and this identification
can be expected to become increasingly closely defined with the
passage of time and the increase of population.

423 As noted on pages 14-15, the Tandai'undi transferred
64 rights in the Inonda land to the local Andiriha sub-clan in return
for valuables, pigs and women. The precise rights obtained by
425 this transfer are not clear for some contingencies which have
subsequently arisen (such as cash cropping) were not foreseen
at that time and other conditions were tacitly understood in terms
of indigenous concepts of rights to property. The deal un-
doubtedly gave the Andiriha rights to plant food crops, hunt and
forage, though it seems likely that they were not given rights of
disposal outside the clan (and probably not outside that particular
sub-clan which negotiated the deal).

Presumably the rights of the Andiriha can be ex-
pected to strengthen with the passage of time and continued
occupation, but even though they have now enjoyed nearly two

(1) It would not be surprising if, in the event of an investigation by the Lands Com-
mission, Urlo people also claimed rights to this land (i.e. if they wished to challenge
Mr. Celrich's earlier decision - see page 15).

(2) This seems to be general in the Orokaiva territory according to Williams, 1930:151-80;
Chinnery and Beaver, 1915 Appendix 2.

423 generations of undisturbed occupation and have reinforced their
614 position by frequent marriage connections and subsequent kinship
425 ties with the Tandai'undi, they still recognize that some residual
rights are held by the Tandai'undi. The extent of these rights
cannot be closely defined except in relation to specific situations.
For instance all parties seem to be agreed that the Tandai'undi
could not plant the Inonda land without the approval of the leader
of the Andiriha sub-clan and in fact they neither plant nor hunt
there. Likewise, it is agreed that if the Andiriha died out their
rights would revert to the Tandai'undi. Although there is no
disagreement about rights of this nature, trouble would almost
certainly arise in the event of incidents (such as cash sale of
land to an outside group) for which there is no traditional pre-
cedent.

423 It is perhaps significant that most of the Inonda
614 people have planted their cash crops on the other side of the
Girua river on land to which the Tandai'undi have no claim.
Moreover, a recent survey by the Lands Department shows
Inonda as Tandai'undi land, though the Inonda people consider
this to be an error. (1)

614 According to the oral history of the Inonda people,
425 they have acquired land rights at various times by discovery and
7B settlement of vacant land (at Aramba), by permissive occupation
(at Wauta and Sambogo) and by customary transfer (at Inonda).
Conversely they have lost rights by defeat in war (at Aramba)
and by voluntary abandonment (at Wauta and Sambogo).

614 The Inonda people have shifted their village at least
425 eight times in the course of the past fifty years and on the first
423 three occasions they shifted to completely different areas of
planting and hunting land. With each shift they have acquired
some new land rights and lost others. In no case have they ac-
quired all rights to the lands they moved onto and in no case
have they lost all rights to the lands they left.

(1) Map held by National Mapping office entitled, "Land Tenure in the Bains'ombo
Native District, Orokaiva, Northern District" prepared by W. A. McGrath 7.4.1939.

64
425
423
When they were originally chased out of Aramba the defeated people fled but they still claimed residual rights in the Aramba land and hoped that their former rights could be re-activated at a later date. Had government control not been introduced at that stage they may either have fought and regained the land, or have abandoned it to the conquerors. In fact, although the conquerors had control of the land, the question of residual rights lay in abeyance until the Mt. Lamington eruption in 1951 when most of them were killed. Thereafter, the people of Inonda (along with Andiriha and Jego'undi people living in other villages) began to reassert their dormant residual rights by paying periodic visits to the area to gather wild foods. The Andiriha clan have delegated planting and hunting rights to the Havoni'undi and Umburahaha clans which live nearby at Sewa.⁽¹⁾ They claim to have made it a condition that only subsistence crops be planted. Any attempt to separate the residual rights of the various sub-groups of the Andiriha and Jego'undi from one another, and from the rights of conquest of the Sangara tribes, and from the rights of occupation of the Havoni'undi could only be made on arbitrary criteria.

During their stay with the Sauhaha clan, the Andiriha acquired gardening rights which they relinquished on their departure. Since then the Andiriha have frequently acquired wives from Sauhaha and have thus reinforced their earlier connection by these affinal and maternal links. As the Inonda area is short of sago, which grows in abundance on Sauhaha land, these relationships enable the Inonda people to continue to make sago on Sauhaha land.

In the course of their residence at Sambogo, members of the Inonda sub-clans cleared garden sites and planted sago, coconut, breadfruit and other trees from which they still collect fruit. The Inonda people claim that as their forefathers

(1) The Jego'undi lands at Aramba are looked after by members of that clan who live at Bofu and Sewa. The claims of the Andiriha and Jego'undi to the Aramba area were challenged by survivors of the Sangara people shortly after our field survey was completed. In recent months all parties have increased their "acts of use" in the area. The case is now before the Native Lands Commission.

64
425
423
cleared the virgin forest, any of their number could return and take up residence on the site of their previous village and again use their abandoned gardens (which are now covered with second growth). The area is too far distant to be planted while living at Inonda. On the other hand they recognize the residual rights of the Tandai'undi to the garden land, and the exclusive rights of the Tandai'undi to hunt in the bush and fish in the river. It is apparent that some rights in the area are retained by each party, but it is probable that the Inonda people could not in fact resume residence there without further negotiations with the Tandai'undi.

[54] About twenty years ago a man of the neighbouring village of Urio who had no sons of his own (nor any brothers with sons) gave a large block of land named Sesehauta, which lies adjacent to Inonda, to his sister's sons - the members of the Jego'undi sub-clan of Inonda. In an attempt to avoid future dispute he held a feast to mark the transfer. At the feast, the Jego'undi gave pigs, taro and traditional valuables to their mother's brother and these were distributed among his clansmen. About two years ago the people of Mosou came, at the suggestion of Native Affairs officers and with the approval of the Jego'undi, and established their village on this land. They did not make any payment, nor do they propose doing so, though they do make occasional informal gifts of betel nut and sago to the Jego'undi. Although most Mosou people still plant on their own lands a mile or two away, several of them plant on the Jego'undi land. The Mosou people do not hunt on this area as they have ample other hunting land, but the Andiriha of Inonda sometimes do. This is another case of land rights being shared by several clans and sub-clans - the donors who retain residual rights, the donees who hold some current use rights, the Mosou people to whom some rights of residence and land use have been delegated, and the Andiriha of Inonda with whom the Jego'undi sometimes share hunting rights and who consider that, as the dominant sub-clan, they should be consulted on questions of disposal or transfer of rights to the land. Neither of the two adult members of the Jego'undi in Inonda have sons, though one has daughters. The future rights to the Sesehauta land will presumably remain in the balance for some time.

614
423
425
764
[117]
Other sub-clan rights include those to burial grounds and tracks. Once land is set aside and used as a burial ground it remains vested in the descent group even after it is no longer used for burial. Burial grounds may, however, be a post-contact innovation, for in the pre-contact era the dead were sometimes buried under the houses in which they had lived. In the case of tracks, however, the descent group which holds the surrounding land retains reversionary rights and in the event of the tracks being no longer used by the community they revert to the relevant descent group. There are two burial grounds at present in use in Inonda - one for Christians and the other for pagans. There are also old disused burial grounds adjacent to the sites of previous villages.

613
423
425
The lineage: The Andiriha sub-clan of Inonda is divided into four lineages but the Jego'undi sub-clan consists of a single lineage. After rights to the Inonda lands had been acquired from the Tandai'undi it was decided that the mountainous hunting lands would be held in common by the Inonda people, but the garden land, the grassland and at least some of the foothills were divided among the lineages. Some informants claim this was done almost immediately by the head of the joint sub-clans, but it seems unlikely that all the lands were divided at this time. All agree that some land was allocated at the time of the transfer, but some maintain that not all of it was and that identification with particular lineages in many cases followed later clearing.

While most lands are said to have remained with the lineage which originally cleared them, some have changed hands. For example, when the Andiriha people first came to settle in Inonda they obtained their seeds and planting shoots from the Jegotumo (an Andiriha lineage - not to be confused with Jego'undi sub-clan) which was then living in Hohota. The Jegotumo also assisted by providing one of the brides and some of the valuables for the payment which was made to the Tandai'undi, and thus acquired a right to the Inonda lands although they did not actually exert their rights at the time. Some years afterwards, however, when they felt that they were being subjected to sorcery in Hohota, they came over to live in Inonda and were granted rights to a

613 piece of land named Ombarahambo (which had previously been held
423 by the leading Joremba'embo lineage). Some of them later re-
425 turned to Hohota, while others remained in Inonda.⁽¹⁾ Later
again, one of the original lineages (Paru) died out and its lands
have been absorbed by the remaining lineages.

The Jego'undi sub-clan was allotted land at Kakita-
suru and Ajerita. In later years a Jego'undi man cleared a
piece of virgin bushland at Eumo and it is consequently re-
garded as their prerogative to plant that portion.

613 The following table showing the lands of each lineage
423 in Inonda was compiled from incidental data and may well con-
tain minor discrepancies. It will be noted that the Joremba'embo
lineage is divided into two sub-lineages. A sketch map of the
land is shown on page 105.^A

(1) The Jegotumo are now divided into two distinct sub-lineages, one in Inonda and the other in Hohota. While they function as a single lineage for certain social purposes, the Hohota sub-lineage does not exercise any land rights in Inonda. The Inonda sub-lineage, on the other hand, continues to use some trees and gardening land in Hohota.

A [See Category 102, p. 105--Analyst]

591 inherit rights to some of his adoptive father's land, but most of
768 the land will pass to the adoptive father's brother's children. If
428 the adoptee does not remain in the village he will acquire no
rights. The other children of the new wife remained in their
home village with their father's kin. They will acquire no
rights in Inonda.

In fact the fathers of over half of the Inonda men
seem to have died before the children reached maturity. Most
men, therefore, have been in an adoptive relationship, though in
varying degrees, and one man had three adoptive fathers in
succession. If land is readily available adoptees most fre-
quently inherit from their own fathers, but if this is not con-
venient, rights can be acquired from the adoptive father.

There is usually no ceremony to mark adoption but
it is of interest to note that the status of adoptees (and others
whose status within a descent group is vague or marginal) is to
some extent fixed by the government census. This is no doubt
unintentional on the part of the census-takers, but we have fre-
quently heard people say that a certain person should get his
rights from a particular man because the patrol officer recorded
them together in the village book; or in a particular village be-
cause his name appears in the register of that village.

Rights in relation to categories of land

423 House-sites: The various house-sites in Inonda
361 were allotted by informal discussion at the time the village was
set up. At first the Andiriha built their houses on the northern
side and the Jego'undi on the southern side of the village square
but the Andiriha have subsequently expanded to the western and
southern sides. The eastern side is occupied by the government
rest house. Where two brothers live in separate households,
their houses are adjacent, as are those of fathers and sons.
[423] House-sites of members of the same lineage are contiguous ex-
cept in the case of a recently married man who had to build on
another site within the village because the area occupied by his
lineage was full.

• [423] There do not seem to be any specific boundaries be-
tween houses, and rights to any particular house-site are said to

423 be available to any villager if another abandons them and does
361 not intend to rebuild on that site. The people can, nevertheless,
[425] point out the sites of the houses of particular individuals in
former villages and in some cases these are marked by coconut
or other trees. It appears likely that the ideal Orokaiva pat-
tern was to occupy a series of village sites in turn (following the
rotation of garden sites) but the Inonda people have not been
settled long enough in one area for the rotation to become es-
tablished. The people today claim that individuals and lineages
retain rights in economic trees growing on former village sites
but that rights to the house-sites themselves have lapsed.

423 Garden land: There is considerable flexibility in the
241 relationship between the planting of food gardens and the holding
613 of rights to land. Of the 55 gardens (covering 27.1 acres)
614 which were surveyed, only 20 (covering 9.8 acres) have been
planted on land held by the lineage of which the planter is a pri-
mary member. Twenty-eight gardens have been planted on land
in which the planter belongs to a different lineage within the
same sub-clan or village. Three gardens have been planted on
land held by another lineage of the same clan but in a neighbour-
ing village, and the remaining four have been planted by a man
who has no hereditary rights in Inonda lands but whose daughters
have married into the village, one into the leading lineage. De-
tails are shown in Table 3. Permission to plant is granted on a
reciprocal basis and where the planter does not belong to the
rightholding lineage, it is tacitly understood that when the main
block of gardens moves to his lineage's land, he will permit
other members of the sub-clan or village to plant gardens there
if they wish.

Two of the five gardens which have been planted on
land outside the Inonda limits are on the land of the Andiriha sub-
clan in Hohota village. The planter of both was a born mem-
ber of an Andiriha lineage which is represented in both Hohota
and Inonda. He shifted to Inonda many years ago and joined the
Inonda branch of his lineage. It appears that the gardens have
been made in order to maintain or emphasize his claims to the
land. His adopted son, who belongs to a different lineage, has
also cleared a patch of second growth in order to make a food
garden on this land. Two other gardens (one a feast garden)
have been planted on Andiriha land at Hohota by the man who has
(TEXT CONTINUED ON PAGE 35)

423 permission, custom does not permit of permission being withheld
226 unless the circumstances are exceptional. On two occasions
614 during our stay the river was fished by men married to
Andiriha women, and once by a contingent member of the
Andiriha sub-clan who lives at Hohota. No payment is made for
this privilege, not is any part of the catch given to the host
village.

423 On rare occasions Andiriha people from distant
226 villages have been given the right to fish in the Girua river to
628 obtain food to garnish a forthcoming feast. The procedure is
similar to that outlined for hunting under the same circum-
stances. Adjacent to the Inonda land on the north side of the
Girua river is a government resettlement scheme. The settlers,
most of whom are strangers to the area, sometimes fish in the
river after obtaining permission from the Inonda elders. No
direct payment is made but there are indications of other forms
of reciprocity between the settlers and the village.

226 Rights to that part of the Sambogo river which flows
423 through Inonda are not held jointly by the sub-clans. There are
614 five divisions in the river, each of which is held by one or other
613 of the lineages. One particular pool is held by an individual,
the sole surviving child of the man who is said to have acquired
[425] rights to it by clearing the adjacent virgin bush and gardening
there. Since the Paru lineage died out the rights to their part
of the river have been taken over by the Joremba'embo. Men
often fish alone, but frequently take other villagers (not
[621] necessarily of the same lineage) to fish with them. When a fish
drive is held during the dry season all the villagers fish
together.

The rights of secondary and contingent members in
the Sambogo river are held only in relation to that particular
part of it which is associated with the lineage to which they trace
their relationship. One permissive member of the Andiriha
sub-clan is allowed to fish in either of the places where his
daughters' husbands have rights. Small groups of women some-
times fish in places where their husbands' lineages hold rights.

Alienated land

492

The only alienated land in the Inonda area is a mission lease of five acres close to the village. It was purchased by the government for the sum of £5 and leased to the Anglican Mission for a school site.⁽¹⁾ The purchase money was paid to the then head of the Andiriha sub-clan but it is said that he received it in his capacity as leader of the lineage which had occupied this land (or as successor to the head of the extinct Paru lineage). The money was not shared. The main Popondetta-Oro Bay Road runs through Inonda, but the actual purchase of the land by the Crown has not yet been completed.

Transmission of land rights

495

498
613

Examples have been given of the transfer of land rights between clans (pages 14-16, 21-23) and of the succession to rights of a lineage which died out (page 26). Within the lineage the ideal pattern of inheritance of land rights by individuals is patrilineal. The sons often hold rights jointly, though in some instances the lands have been divided between sons. As the number of resident adult males in any lineage does not seem to have exceeded three either in the present or the remembered past, joint rightholding has not occasioned undue difficulty. Although it is customary for the rightholder who is senior by birth to act as spokesman for the rightholding group, he does not appear to hold any superior rights to his co-parceners. While the patrilineal pattern predominates it is modified by factors of residence, family size, adoption, availability of land, and matrilineal and affinal connections.

The people traced the inheritance of proprietary rights to twenty-two out of thirty-seven blocks of land by direct patrilineal descent from five initial rightholders. It is appreciated that deviant relationships (adoptions, illegitimacies, refugees, etc.) are often forgotten, particularly in earlier generations, and memory assimilates the realities to the ideal pattern. It is therefore possible that inheritance was not so direct in fact.

(1) It is not at present in use as the school was shifted several years ago to Hohota.

423
426
425 In five blocks rights were obtained by a man by adoption from two previous rightholders neither of whom had any surviving male children, and each of whom adopted this man in turn during his childhood. The two men belonged to different lineages. Another six blocks belonged to the Paru lineage which died out due to an absence of male heirs. The rights in five of these lands fell to a female member of the lineage and from her to a relative in a neighbouring village (the precise relationship is not known). His descendants transferred the rights back to a relative of theirs in the Jego'undi sub-clan of Inonda. It appears that individual rights are not retained for long if the holder is permanently resident elsewhere. Rights to the sixth block of Paru lineage land passed through a Paru female to her son in the Joremba'embo lineage of his father. It will be noted that Inonda lands have changed from one lineage to another firstly by adoption of a member of another lineage and secondly by transmission to the son of a female of the donor lineage. Such instances only occurred when there were no resident males in the direct line.

When a male is born to a current rightholder the child immediately becomes a potential joint rightholder in his father's land. His rights crystallize when he plants his first garden, usually at the time of his marriage. People claim that the first-born child has no rights superior to those of any other, but in the case of joint rightholding at least, he is recognized as senior, and as the spokesman and trustee in negotiations involving other groups. There were insufficient instances of brothers holding gardening land jointly to ascertain the precise nature of the elder brother's rights of control.

The enforcement of rights

57B
627
754 In pre-contact times rights could be enforced by recourse to negotiation or arbitration by elders within the village, by direct aggression or by recourse to sorcery. Today direct aggression is illegal, and though it still occasionally occurs between individuals or small groups, it is no longer a very important deterrent. Sorcery is still widespread and the fear of it appears to be an effective deterrent to encroachment on the rights of the strong, though not necessarily on those of persons whose status is low. In the event of encroachment by another

435 household head. Only one man looked after his own hambo and di, and he was an elderly man who spent much of his time at home. The last household had no valuables. It consisted of a young couple and the man had given what few articles he possessed for his wife's bride-price. He has a job at present and is meeting his traditional commitments with cash.

436
425 The processes by which the valuables were acquired are shown in the following table (in equivalent cash values):

Table 6

Acquisition of hambo and di

	<u>Inheritance</u>	<u>Cash purchase</u>	<u>Barter</u>	<u>Bride-price</u>	<u>Made or caught</u>	<u>Other exchanges</u>	<u>Total</u>
<u>Hambo</u>	9. 6.0	18.1.0	10.16.0	6.10.0	2.19.0	6.17.0	54. 9.0
<u>Di</u>	2.17.0	1.0.0	3. 0.0	3.14.0	10.11.0	2. 5.0	23. 7.0
<u>Total</u>	12. 3.0	19.1.0	13.16.0	10. 4.0	13.10.0	9. 2.0	77.16.0

(These figures are slightly different from those listed in Table 5 above as these exclude details for one household which was in mourning, and include details of articles previously held by another household but since stolen.)

556
555 In traditional Orokaiva society the possession of hambo and di demonstrated a man's prowess or that of his forebears. Wild pigs' tusks form the main components of most 435
436 hambo and the spearing of wild pigs was a hazardous task requiring skill and courage. The next most important components were sea-shells, and they could only be obtained by contact with coastal folk (or from others who had contact with coastal folk). Such inter-tribal contacts appear to have been infrequent and risky. Feathers were obtained by snaring birds, a time-consuming process involving patient watching of intricately constructed traps and snares. The introduction of shotguns has facilitated the hunting of pigs and birds. There is now less skill and less time involved than previously. The trophies are consequently more abundant and of lower value. Likewise trading with the coastal people no longer requires courage or detailed

CHAPTER 5 - LIMITATIONS ON PRODUCTIVITY

Features of the tenure situation which inhibit productivity

614
423
578 The overlapping claims of various clans and sub-clans cause uncertainty as to the rights of each, in particular with respect to lands planted with cash crops. To illustrate this point we will quote several examples. During our stay in the village one Inonda man had a temporary job as foreman in a nearby construction camp. Due to completion of a particular phase of the work some workers were dismissed by the European overseer and these included some Tandai'undi men. These men then came to Inonda village and reminded the foreman that Inonda was "their" land and that if he wanted to remain on it, he had better get them their jobs back. This foreman has no cash crops and claims the reason for this to be his fear of trouble with the Tandai'undi. With one exception, nobody has cash crops on Inonda land. The Inonda people dare not take the case to the Lands Commission in case judgement is given in favour of Tandai'undi, in which case the Inonda people could lose all their rights. (1)

614
423
425
578 Those Inonda people who have cash crops in production have planted them on the far side of the Girua river. The land where they are planted was occupied until about forty years ago by the Endehi'undi clan. The Endehi'undi were defeated in war shortly after European contact and the few survivors scattered to various villages where they took up permanent residence. This land was apparently abandoned and not used again until 1952 after the Mt. Lamington eruption when some people of the neighbouring Jau'undi clan of Hohota village cleared the bush and planted food gardens there. After the Mt. Lamington danger passed most of them returned to their home

(1) The Native Lands Commission in the Territory appears to have awarded title on a basis of historical precedent much more frequently than on current needs or recent arrangements. It would not be surprising if, in the event of a case before the Commission, rights were awarded to the Tandai'undi (in pre-contact times, of course, occupation of the land and the relative strength of the two parties would have been the main criteria).

64 village, but one who was married to an Andiriha woman remained
423 and planted coffee. At his invitation, several Andiriha men
425 from Inonda village planted coffee in the same area. They
518 claimed that as the Endehi'undi had been defeated in war two
generations previously and had not occupied this land since, and
as the scattered remnants of the Endehi'undi were long since
absorbed into other villages, their rights had lapsed. They
maintained that the person who cleared the virgin bush after the
Mt. Lamington eruption had valid rights to plant cash crops
there, and was entitled to invite his relations to plant there with
him. As an additional precaution, however, the first man to
plant coffee there obtained the approval of the only member of
the Endehi'undi living in Hohota. When another Endehi'undi
man from Ururu village was widowed about two years ago, he
moved into the household of an Andiriha man who has coffee on
this land.

Of course there is no traditional precedent to apply
to rights to cash crops, but after the coffee had been planted for
nearly a year, some of the Endehi'undi went to the Administra-
tion and claimed that the land was theirs, and that as the coffee
had been planted on their land without their permission, it was
also theirs. An officer of the Department of Native Affairs
brought the parties together and it was ultimately agreed that the
coffee planters could continue to occupy the land provided that
they paid the Endehi'undi for the land. The Endehi'undi were
given about £16 in cash, pigs, traditional valuables and taro.
The precise rights transferred by this exchange are not clear,
and the participants have differing views as to their respective
rights, for the Andiriha consider that they have acquired abso-
lute proprietary rights, whereas the Endehi'undi maintain that
they have not disposed of proprietary rights. It is perhaps
significant that the Endehi'undi man from Ururu village, who
was widowed about two years ago, was taken in to the house of
one of the Andiriha men who has coffee on this land.

[657]
[649] The Department of Native Affairs has no legal power
to determine land disputes and the arrangement is accordingly

64 not legally binding. (1) In fact, however, the parties to this dispute assume that the officer concerned does have the necessary power to enforce the agreement, and thus it is effective for the present, particularly as it has been reinforced by registration of the land with the council. The Endehi'undi nevertheless intend to re-assert their rights to this land at a later date. When they find that the existing arrangement is not binding, they may either simply revoke it or apply to the Lands Commission for reinstatement of their earlier rights.

64 Our third example concerns the Jego'undi sub-clan of Inonda. Neither of the two adult members of this sub-clan has planted cash crops. One of them had prepared ground for planting cocoa on the site of his former food garden, but his right to do so was questioned by the Andiriha and he abandoned the attempt. As already explained, the Jego'undi are in a subordinate position to the Andiriha, and though their ancestor did contribute to the transfer of gifts at the time the Inonda people acquired their lands, their numbers are small and their status is low. Their continued residence in the village is thus dependent on their passive compliance with the wishes of the Andiriha leaders. They spoke of leaving this village for either of two other villages to which they are linked by ties of kinship and marriage, but they are aware that wherever they move their

(1) Officers of the Department of Native Affairs exercised widespread jurisdiction in land matters (and settled disputes in Inonda) until their power to do so was curtailed as a result of two important judgements. The first was a judgement made on 19th July, 1957, by the Court of Appeal in the case of Busia v. Havini in which it was ruled that although Regulation 39 of the Native Administration Regulations of New Guinea gave magistrates (usually in practice Native Affairs patrol staff exercising their magisterial functions) the power to decide the ownership of land, this power had been repealed by implication by the Native Land Registration Ordinance 1952, which provided that the ownership of customary land in both Papua and New Guinea could only be determined by the Native Lands Commission. This judgement made the situation in New Guinea identical with what it had always been in Papua i.e. that district courts could settle questions of land use but not questions of land ownership. On 8th April, 1960, however, in its judgement in the case Soape v. Wesiki, the Supreme Court held that district courts could not make decisions about land use where such decisions were based on implied assumptions about the ownership of the land concerned. As most decisions about land use are based on assumptions about its ownership, the district courts have generally declined to handle any cases relating to land matters of any sort.

644 position will be insecure.

423
425
578

The man who resides in the village by virtue of the fact that two of his daughters are married to Andiriha men has been invited to plant coffee in Inonda but he considers the risk of future dispute too great to do so. He is therefore planning to return to his village of origin to plant cash crops and has already begun clearing there.

The one man who has planted cocoa on Inonda land did so, not on his own lineage land, but on that of another lineage which has no adult members at present. But the mother of the children whose lineage holds primary rights to the land has objected strongly and has succeeded in stopping him from expanding his plantings. One other Andiriha man staked out land and planted shade for cocoa, again on the same land of the other lineage mentioned, but has been prevented from planting. (1)

423
621
166
624
578

Partly as a result of the uncertainty of their tenure the villagers are again considering shifting the village site. (2) Several possibilities are being considered. Some wish to move to land held by an Andiriha sub-clan which lives at Hohota and which has close links with the Inonda sub-clan. These point out that they have no certainty of tenure for their cash crops on the existing land, whereas at Hohota there is land which is

[59]

(1) This dispute resulted from the fact that when the last adult member of the lineage died, his wife remarried and her new husband "adopted" her children. Those who moved onto the land reasoned that as the children had been adopted, the local branch of the lineage had died out and the land was available for use by any member of the sub-clan. The mother, on the other hand, claimed that the children would not inherit land from their adoptive father but from their born father. She won her point by threatening to complain to Native Affairs officers who, the villagers said, would undoubtedly have supported her.

[754]
[161]

(2) This is not the only reason for moving, and the prevalence of sorcery in the present location is felt to be responsible for the supposed excessive death-rate. (There has in fact been a decline in population from 60 in 1949, to 49 in 1957, 45 in 1960 and 45 today). The Allied Geographical Section (1942, Appendix G) gave the population as approximately 120 in 1942, but the accuracy of this figure is in doubt.

641 tween sub-clans or villages. (1)
423
598
642
[657]

641 Officers of the Department of Native Affairs are still
423 in some instances able to effect reconciliations or to settle dis-
598 putes despite their lack of legal powers. This is not only be-
642 cause disputants are sometimes prepared to accept the judgement
[657] of a disinterested third party, but also because almost all
Orokaiva people we have met are of the opinion that patrol staff
do have the power to enforce their "recommendations". The
fear of sorcery is still recognized as a sanction against trans-
gression of property rights and informants quoted instances of
sorcery having been used to punish transgressions of fishing
rights. It is a commonplace that where adequate alternative
facilities for settling disputes are not available, sorcery tends
to increase. Though it is certainly extant in Inonda we have no
evidence to indicate whether it is increasing or not.

641 The definition of boundaries and owning sub-clans
423 would increase social stability and security of tenure, but in the
449 course of time, due to population increase in some clans and
decrease in others, it would become increasingly unrelated to
clan needs. It is therefore necessary that any action to define
boundaries and ownership should be associated with facilities for
the transfer of rights between clans, or between individual mem-
bers of different clans.

721 In the pre-contact era warfare was probably the most
425 important means by which major areas of land were transferred
between descent groups, and when warfare is abolished it is
essential that alternative facilities for land transfer be provided.
In many colonial territories where warfare previously tended to
bring land areas into line with population numbers, colonial
governments have abolished warfare but have not provided
adequate alternative means of transfer, and this invariably leads

(1) Disputes between sub-clans or villages are sometimes settled by the Executive of the Hikutu Council. They have no legal power to enforce decisions, but they are often able to persuade parties to accept their advice.

721 to maldistribution of land. (1)

425

423

The individual lacks security of tenure for his cash crops, but not for his food crops. In the case of the coffee blocks on Endehi'undi land a reasonable degree of security has been achieved by registration under the Higaturu Council scheme. (2) Nobody dares apply for registration for cash crop blocks on Inonda land for fear of objections by the Tandai'undi but even if these were overcome, there would probably still be inadequate security of tenure for cash crops even within the sub-clans. The size and value of blocks hardly merit the cost in time and money of precision surveying and government registration, and the present Higaturu Council registration scheme would appear to us to be well suited to the present conditions, if it was supported by the Administration and by appropriate legislation. (3)

Economic trees and other personal wealth appear to have always been held either by individuals or by small groups of siblings (though subject to specific obligations to kin). The possession of income-producing trees by individuals is thus in harmony with traditional concepts of rights to trees. In the traditional culture, however, rights to trees did not necessarily coincide with rights to the land on which they were planted, beyond the right of access and the use of such land as was

(1) Formal provisions for transfer under certain circumstances are contained in the Land (Tenure Conversion) Bill 1963. This bill has not yet been passed by the Legislative Assembly. The transfer system provided for, however, does not apply to any land until it has been dealt with by the Land Titles Commission. Unless the Commission is provided with enormous resources or delegates its routine functions to local bodies it will be unable to provide such facilities for all but a small fraction of the Territory for many years to come.

(2) The Higaturu Council scheme is explained in Appendix A^A

(3) Official policy as expounded by the Minister for Territories (Hastluck 1960:1019-21), states that the only acceptable form of title is that issued by central government (and thus the Higaturu Council registration scheme is not acceptable). Administrative practice has not been consistent, and at some times the scheme has been given official support, while at others instructions have been issued for its discontinuance or for discouragement of expansion. Present practice is to give the scheme cautious support, but there is considerable doubt as to whether the council by-law which established the scheme is legally valid, or whether councils have the power to make by-laws on such matters. To date, the question has not been tested at law.

A [See Category 657, pp. 89-96--Analyst]

429 necessary for the normal growth of the tree or trees concerned.

[245] In contrast to the random pattern of planting of traditional tree crops, coffee and cocoa must be planted contiguously and in relatively large numbers. It is not normally feasible for the land to be used for any other purpose at the same time, and it is therefore desirable that the planter have effective control of the land. Clear identification of rights is particularly necessary because of the value of the crop. It may also be desirable in giving the individual a degree of freedom from his descent group, for as more facilities are provided by larger institutions (local and central government agencies, missions etc.) the need for co-ordinated action by the descent group diminishes and it may even function more to limit the aspirations of members than to supply their needs.

[241]
[613] There would not seem to be any advantage in defining or registering lineage boundaries, or the food gardening areas of individuals. People frequently plant food crops on the land of other lineages and this does not seem to cause any acute problems. It is a matter of convenience, done at the invitation of the rightholding lineage, and it results in a reduction of bush clearing and pig-fencing. Furthermore, there are accepted processes of transfer of proprietary rights from one lineage to another and we recorded several such instances. The transfer is seldom completed in a single transaction, but rather takes place over time, and the nature of the rights transferred is modified by occupation and other circumstances. Even if short-term cash crops (such as peanuts or rice) were introduced, it is unlikely that major tenure problems would result unless cropping were undertaken on a large scale.

Aspects of work organization which inhibit productivity

461 There is at present a considerable surplus of working time available over and above that required for subsistence and cash cropping. Table 11 (page 63) shows that the average time spent per week on subsistence activities and cash cropping was 14.7 hours for men and 16.0 hours for women. This suggests that E.K. Fisk's comments to the effect that the unexploited labour supply of South-East Asia is one of its major sources of productivity may equally apply here. (1)

(1) Fisk, 1961:778.

657
423 whether it merely provided facilities for recording customary land allocation; and (b) whether or not a council had the legal right to undertake the scheme at all. The answer to the latter question is really dependent on the answer to the former. This in turn depends on the legal definition of what constitutes custom, for if the scheme is considered to be in accordance with custom then it is legally valid, whereas if it is not in accordance with custom it is invalid. Various opinions have been expressed, but in the absence of clarifying legislation or a test case the matter remained one for administrative discretion. (1)

During 1958 the council passed a rule (Rule No. 4 of 1958) which required that before any man could plant cash crops, he had to obtain the approval of the leaders of the relevant clan or clans. This rule was disallowed by the Administration. In 1959, a new rule was adopted (Rule No. 2 of 1959) which stated in the preamble that "... tree crops should only be planted after notice has been given to the District Officer or District Agricultural Officer... so that help can be given efficiently in such things as transport and marketing and in control of pests and diseases. It is also necessary that future quarrels over land be avoided and that each man should feel secure in the knowledge that the benefits of the work he puts into his crop will come to him." The rule provided that no person could plant coffee or cocoa except on land which had been allotted to him by custom "to be used by him alone." Planting was not to commence until a chain and compass traverse had been made by an officer of the Department of Native Affairs. The rule was approved and implemented, though due to staff shortages it has not been possible to meet the demand for surveys, and planting generally precedes survey in fact.

657
423
425 While the rule itself made no provision for it, the draft form of agreement stated that the holder of land registered under the rule could transfer his rights to any indigenous person at any time. The Administration advised the councillors that this provision for transfer was not acceptable and a new form of

(1) The Lands Commission Ordinance 1962, which was assented to in April 1963 after this paper was written, makes it clear that councils will no longer have the right to engage in such schemes. It is nevertheless possible for the Commission to investigate and ratify the registrations made by the council.

659 agreement was drafted and adopted. It reads as follows:
423

425 "Agreement to the right of land use. . . . It has been agreed by the people of [name] clan (or village) and all other interested parties that [applicant's name] has had allocated to him by native custom for his use alone the land marked on the attached plan, and that no other person has a claim to the land. It is also agreed that any coffee trees planted by [the applicant] on the land are his sole property and no other person has claim over them."

The form is dated, signed by the allottee and by "the clan leaders" (in practice it is usual for all resident adult males in the "owning" clan or sub-clan to sign), and by the local councillor. It is witnessed by an officer of the Department of Native Affairs. A map of the land is attached to the form. Forms and maps are prepared in triplicate and one set was to be held by the applicant, one by the council, and one by the District Office in Popondetta. In practice, the council copy is also held by District Office.

659 Registration under this new rule commenced in
423 1960, and surveying and registration of plots have continued to the present time. At 1st January, 1963, 588 plots covering 1,120 acres had been registered. A further 1,029 applications for registration had been made but not yet dealt with. Although it was originally intended that no plot would be registered if it was less than two and a half acres in area, many smaller plots have in fact been dealt with and the registered plots at Inonda village measure 1.4, 2.6 and 1.6 acres respectively (though these areas have not yet been fully planted). Some areas of under one acre have been registered. Wherever possible, villagers are encouraged to allocate blocks contiguously, not only to facilitate surveying and identification of land, but also to reduce the extent of border clearing necessary, and to facilitate pest control and extension services.

(242) Provisions for ensuring higher standards of husbandry and output are contained in Rule No.3 of 1959 which requires that persons with cash crops must:

242 Department of Agriculture. Clonal seedlings for the nursery were
249 obtained from Malaya and from the Agriculture Department's experi-
[654] mental stations at Itikinumu and Bisianumu. Villagers can buy
seedlings at 1 cent per stump.

While the seedlings were growing, several meetings were held in the two villages to discuss how the rubber should be planted. The suggestion of a communal plantation received little support, which is not surprising in view of the recent failure of the communal
[423] cocoa experiment. At these meetings the Agricultural Officer
[425] suggested that each man might plant some of the new high yielding rubber on his own land. He was supported in this by Charles and eventually the people asked for individual blocks of land. There appears to have been no opposition.

657 The history of conversion at Ombi-Tara admirably illustrates
177 Fisk's contention (1964:159) that the personality and character of the administrators, officials, missionaries and other members of the advanced sector involved are often as important to the success
654 of a planned programme of intervention in a subsistence economy as the composition of the programme itself. Although the Agricultural Officer has since left the country he is warmly remembered by the Ombi-Tara people. It is a tribute to his understanding and tact that most of the villagers consider conversion was their own idea.

The significant role played by Charles in gaining the approval of the Ombi-Tara people demonstrates the value when introducing innovations in a rural community of working through an influential member of that community. After studying the introduction of changes in techniques in a Victorian country area, Emery and Oeser concluded (1958:52-3) 'No matter how highly regarded he may be the District Agricultural Officer remains, sociologically speaking, an outsider' and has much greater effect if he works through a local leader. These findings are extremely relevant in Papua-New Guinea where the sociological gap between Agricultural Officer and farmer is far greater than in Victoria.

The new land system

657 The new land tenure arrangements were worked out by the villagers
423 and the Agricultural Officer during late 1963 and early 1964. It was decided that 800 acres of the total area claimed by the two
[311] clans should be converted into forty blocks of twenty acres (see the conversion plan on p.12). Most of the 800 acres was formerly covered with bush and appears to be of relatively uniform agricultural potential.

657 The unconverted land outside the scheme has not yet been surveyed
423 and estimates of its area vary from 2,000 to 4,500 acres. All
425 rights to land held by individuals before conversion have been
614

657 abolished by agreement of the two Ombi-Tara clans,¹ including both
423 rights to the 800 acres which have been converted and to land
425 remaining outside the scheme.

614 Each twenty acre block is now held under individual registered
title by one man, the blockholder. No rights are held in any block
by the clans or other entities.

Lands held by members of the Mumu and Kuai clans are still
separate, and a large tree stump continues to mark the boundary
between them. However, while individuals formerly had some rights
in clan land held under customary tenure the land outside the
conversion scheme is now held communally by agreement of clan
members.² The clan leader has control of the unconverted land
and his approval must be gained by anyone wishing to cultivate it.

However, each man is considered by the villagers to have the
presumptive right to clear the bush on unconverted land behind his
block in order to extend his planting as far as the clan boundary.
He may do so without consulting the clan leader, and regardless of
who held rights to the land under the old system. This right is
not recognised in law, and appears to be derived from traditional
practice. A similar presumptive right of extension at the rear of
one's block was agreed upon by the Yega villagers (Dakeyne 1965:136).

The conversion process

657 The Department of Agriculture carried out a preliminary survey
423 of the land to be converted in July and August 1964, clearing bush
from what was to be the access road and along the boundaries of the
blocks. During December 1964 and January 1965 field staff of the
Land Titles Commission, assisted by Department of Agriculture
personnel, completed the surveying and marked all corners with
cement and wooden pegs.

657 Thirty-five applications for blocks had been formally lodged up
423 to 9 February 1966 when the Land Titles Commission conducted its
hearing. No objections were raised so unless there is an appeal
425 within ninety days, individual title in fee simple would be granted
to each of the thirty-five on 9 May 1966.³ Eight more men wished
to apply in the near future. Since only forty blocks were marked
out, three of these eight men intended to apply for blocks as yet
unsurveyed.

¹ See p. 27 ff for some problems raised.^A

² In law it is regarded as being held under 'customary tenure'.

³ There were no appeals. Titles had not been issued at the begin-
ning of November 1966, but it was expected that they would be
issued soon.

A [See Category 423--Analyst]

Allocation of blocks

657 The principles applied by the Ombi-Tara people in the allocation
423 of blocks are not clear, but it appears that men tried to get blocks
425 on land in which they formerly held rights. It seems that no single
person controlled the allocation of blocks but that each person
claimed the block he desired. We were told that two people claim-
ing a single block settled the problem themselves without reference
to a third party.

[614] As far as possible men claimed blocks on land recognised as
belonging to their own clan; thus the three men of Kuai clan at
Ombi got blocks furthest from Ombi village, about two miles away.
One man of Mumu clan was given a block on Kuai land, reportedly
because of a shortage of Mumu land. The Kuai clan leader said he
was very happy to give him a block on his clan's land because 'we
are doing a new thing and we want to be friendly with each other
and not fight as we sometimes did before'.

The forty-three blockholders¹ include thirty-five men resident
in Ombi and Tara villages; two men each from Ombi and Tara who
were absent working for wages; a man of Mumu clan who lives in a
neighbouring village but intends to move to Ombi in the near
future; two Anglican Mission staff, one a Bishop due to transfer
soon from Samarai to Popondetta, the other a priest stationed at
Sasembata, about three hours' walk from Ombi;² and the Papuan
Agricultural Assistant who is stationed full time at Ombi-Tara.
None of the last three people has kin ties with any person at
Ombi-Tara.

Clearing and planting blocks

249 Blockholders began clearing the portion of their blocks nearest
476 the access road soon after the preliminary survey of July-August
1964. For clearing the villagers worked in several groups, with
[311] each group spending one or two days on the block of each of its
[654] members. The first one year old G.G.I. (Malayan) rubber stumps
from the Department of Agriculture nursery were planted in late
September 1964. Planting was done by individual householders and
their families, with only occasional help from kinsmen. It is
traditional Orokaiva practice for clearing of bush to be undertaken
by groups of kinsmen but for planting to be carried out at the
level of the individual household.

¹ 'Blockholder' is used for convenience throughout the rest of this
paper to refer to the forty-three people who have applied, or intend
to apply for blocks.

² It is not clear for what purposes these two blocks will be used.

657 initiated and hence are not party to the agreement to set aside 800
423 acres for individual holdings. Problems could arise if, on return-
177 ing home and finding all forty blocks occupied, they should refuse
to accede to the new arrangements. It also remains to be seen
whether the man of Mumu clan whose block is on Kuei land will be
permitted to extend his holding beyond the present twenty acres.
The leader of the Kuei clan suggested to us that this would be
allowed.

Concepts of title. While everybody interviewed said that the
blocks belong solely to individual blockholders it remains to be
seen whether in future all people will be prepared to cede to the
blockholders all rights which they previously held in the converted
area.

There was considerable confusion concerning the exact time that
the blocks became the property of individual holders. Most people
considered that this occurred immediately after the application
forms had been signed, while some thought it was as soon as survey
had been completed and others thought it was after the blocks had
been distributed. Nobody realised that the block did not legally
become his until ninety days after the Land Titles Commission
hearing.

No one understood the purpose of the Land Titles Commission
hearing. A genealogy was prepared in the hope that this might be
required by the Land Titles Commissioner. At the hearing, the
Commissioner read out the names of the thirty-five applicants and
asked each applicant to call out the number of his block. The
Commissioner explained that he would send a list of the applicants'
names to Port Moresby and after ninety days each man would get a
pas¹ - the title document - saying the land was his.

After the hearing the Ombi-Tara people indicated in conversation
that they thought the Commissioner had come to check that each man
knew the number of his own block. They considered that the piece
of paper which they would get merely confirmed that each man held
his own block as he had done for the past seventeen months. This
lack of understanding by the villagers of the true function of the
Land Titles Commission hearing could be significant if objections
to conversion were raised at the hearing.

657 Development of a market in land. The Administration hopes, by
423 converting land from customary tenure to holding under individual
425 registered title, to facilitate the development of a market in land.
This is essential to ensure that no person with agricultural ability
and initiative is deprived of land. It has been pointed out by

¹ A neo-Melanesian word meaning 'letter'.

657 Lord Hailey (1957:802) in Africa that people showed great reluctance
423 to face commercialisation of land rights, by sale, mortgage or lease.
425 I cannot say how far conversion will contribute to the development
of a market in land as it is not clear whether the Ombi-Tara people
understand that in law each man may sell his block to anyone he
wishes. An attempt was made to gauge this with three questions.

If any man from Ombi wanted to sell his land and go and
live in Port Moresby, is he allowed to do that?

Would he have to discuss it with somebody first?

What if the clan leader said 'no': could he still sell it?

Five people, including Charles and the two clan leaders, replied
that individuals could dispose of their blocks without consulting
anyone, even if the clan leader opposed the sale. Ten more said
that a man was allowed to sell his land but would have to discuss
it first, and could not sell if the clan leader was in opposition.
The remaining twenty-five said they could not sell or did not know
whether or not they could sell. A common reply was that no one
wanted to go and live in Port Moresby but that if anyone did go he
would leave the land in the care of his son or some other kinsman.

657 Cash crops planted before conversion. There are a number of
423 cases at Ombi-Tara where cash crops planted by one man before con-
version are now situated on another man's block. The usual solution
to this problem has been for the planter (or in the event of his
death, his heir) to retain sole rights to the crop. When the trees
die out the land will revert to the blockholder, and the planter may
not plant more trees on the same land.¹

There have, however, been some variations from this solution.
Where the crop concerned was cocoa the planter has in many cases
abandoned it, allowing the blockholder to clear it and plant rubber.
In one case sole rights to the cocoa will be retained by the planter
until the rubber begins to yield a return in about seven years, when
rights to the cocoa will be ceded to the blockholder. In another
case the cocoa is jointly harvested with planter and blockholder
sharing the income received from the sale of beans. Each of these
solutions was worked out by negotiation between the persons con-
cerned, and appears to have been determined largely by considerations
of kinship and mutual obligation.

The existing situation contains potential difficulties. The
blockholder, or his heir, may decide that he needs the land on

¹ This seems to follow traditional Orokaiva practice, as described
by Dakayne (1965:61): '...the right to harvest the produce of a
permanent tree is vested in the planter or his heir, irrespective
of the rights to the land on which the tree is planted.'

657 (iii) As was the case before conversion, a man whose crops stand
423 on another man's land retains his rights to those crops (in the local
view, but not in law).

● (425) (iv) As was the case before conversion, each man is considered
by the villagers (but not in law) to have the right to extend his
planting behind his present holding without consulting the clan
leader or other members of the clan.

(v) It remains to be seen whether all villagers fully understand
that all previously existing rights to land have been abolished
since conversion, and whether in future some people may make claims
on the basis of such rights.

[361] (vi) Residence patterns appear also to be in accordance with
[178] traditional custom as those people who have left the village are
living in hamlets composed of kinship groups and not as single
farmers each on his own block.

Promotion of agricultural development

657 Even if tenure conversion alters the tenure system less radically
423 than expected, it is still possible that it may act as a stimulus
182 to indigenous agricultural development. The acreage under cash
433 crops and labour productivity has increased at Ombi-Tara since
tenure conversion was introduced. The improvement seems to be due
more to the benefits arising from the consolidation of fragmented
holdings than to increased security of tenure since the land rights
that Ombi-Tara people held before conversion were sufficiently
secure to allow them to plant cash crops.

Consolidation of holdings has reduced the labour inputs required
to establish cash crop gardens by reducing the time spent travelling
between the village and food and cash crop plots. Whereas previously
each man had relatively small areas of land on each plot, making
extension of plantings difficult, all his land has now been brought
together on one twenty acre block. The provision of easy access
to all blocks has facilitated interpersonal co-operation particularly
in clearing bush lands, and has enabled officers of the
Department of Agriculture to supervise planting, pest control and
general crop maintenance more efficiently. This increased assistance
from the Department of Agriculture has played an important
role in increasing the acreage under cash crops by providing
essential technical and managerial skills. It is questionable
whether conversion would have led to a greatly improved cash
cropping performance if it were not accompanied by increased
agricultural assistance.

Tenure conversion appears likely to enable economies of scale
to be gained in processing, transporting and marketing of produce
when the Ombi-Tara rubber trees come into production, thereby
increasing labour productivity still further.

657 maternal relatives. Moreover, the fact that these groups have a clan
731 name in common implies very much less than that they have rights in
423 each other's land. They have rights to be protected and succored as
brothers in times of war, starvation or other emergencies, but rights
in land cannot be established on that basis.

The government sometimes went to considerable trouble to give
supposedly secure land tenure to those who agreed to stay in the
resettlement villages. I have already stressed that in such cases one
cannot speak of "clan land" being made available to the immigrants,
because all Orokaiva land is owned by individual extended families.
[426] In such cases, individuals lend pieces of land to immigrants who are
allowed to cultivate them on a year-to-year basis. Their usehold
lapses when they leave the community. It goes without saying that
where this land is used by the techniques of shifting agriculture, a
man cannot depend on the land resources of his new village unless he
gets enough land to make about eight gardens in eight successive years.
Plant estimated immigrants' needs at five acres per person and this
is a good deal of land. I know of several cases where land was lent
to people who needed some. The pieces transferred usually measured
at the most one or two acres--enough, to be sure, for subsistence over
a short term but no more. The effect of this is not to make life
in the new village impossible but to hold the immigrant in a position
of dependence on landholders. Understandable, the immigrants make
every effort, after resettlement, to cultivate their own land, even
if it is situated some distance away. Once they begin to do this,
the temptation to build a village near their home gardens is very
strong. According to Orokaiva ideas, the immigrants lose all rights
over land which has been lent to them by their hosts as soon as they
stop residing in the village where the land is. Thus, as soon as
people decide to leave a resettlement village, they lose any rights
in it that their hosts may have given them, if Orokaiva legal principles
are followed.

I shall illustrate these principles in one concrete instance,
the resettlement village of Mumuni, situated between Sasembata and
Waseta; and I shall show how the government attempted to improve the
land tenure position of resettled groups. After the eruption, the
people of Dapari were persuaded to settle in Mumuni, which was intended
[425] as one of the new style resettlement villages. They were given some
land to cultivate and stayed for several years. When the government
[245] began to encourage the planting of coffee trees, the Dapari immigrants
planted coffee gardens at Mumuni. Under Orokaiva law, it is permissible
[426] to plant trees on borrowed land provided the owner consents and the
produce from that tree will then always belong to the planter, even
[427] when the land as such reverts to the owner. One frequently sees a
betelnut palm or a breadfruit tree which is owned by a person who at
one time borrowed the land and which is harvested by the planter and
left undisturbed by the owner of the land.

CHAPTER VII: Mission Welfare Efforts

Section 1: Mission and Community

797 The mission at Sasembata formed a kind of community of its own.
361 From the ground plan of the mission station (Map XI) it will be seen that it differs somewhat from a village layout. In order to grasp its essentially Orokaiva nature, I shall have to compare the station with others I saw: at Hohorita, at Waseta, Iaivita, etc. The Church and cross always occupy a central position. The houses at Hohorita and most other stations are in two facing rows, just as in an Orokaiva village, but at Sasembata the central field is so wide that this did not develop. The position of the church in the centre rather reminded me of the position in which Orokaiva build their feast houses; these are always in the central space facing away from Mount Lamington with a sizeable open area in front. The houses tend to be a little bigger than those in the villages. Since the craze for timber houses started, the mission lost no time in replacing its own teachers' houses with timber ones. Materials for these were always supplied by villagers.

875 It was traditional for villagers also to supply teachers with
425 land for growing taro. At Sasembata, the mission found it hard to
797 get this land; it would be lent from year to year, but never, as the head teacher would have liked, on a permanent basis. The Papuan priest was rather put out over this and talked about leaving, for that reason. This difficulty over land was not, as the head teacher supposed, a sign of meanness, but rather of the continuing power struggle between people and mission.

797 This power struggle is best understood as a variant of the kind of rivalry that exists between any two villages, except that the mission station was a village of a special kind. Between the time it was first founded (in 1945) and the eruption, the staff was entirely Papuan. The eruption led to no defection but to a strengthening of the bonds between church and people, partly because of the Orokaiva interpretation of the disaster (which emphasized the powers of the Christian God) and partly because of the interpretation of mission operations in the affected areas. After 1951, the station and the school were much enlarged, and a European head teacher and a European nurse were assigned to Sasembata. These white missionaries would negotiate directly with the village men and obtain what help they needed--labour, materials, land--in exchange for their educational, medical and religious services. In 1955, a Papuan priest was attached to Sasembata. He gradually gathered round him a number of teachers from his own language area (the coastal Motu language) and

A [See Cat. 116, p. End Map 10--Analyst.]

CHAPTER XI: Epilogue--The Case of Hohorita

Section 1: Comparison Between Resettlement of Sivepa and Hohorita

731 My subject of study obliged me, both in Sivepa and Inonda, to
 123 inquire repeatedly into the state of affairs in 1951. My informants
 showed only limited interest in this line of inquiry. Robert, in
 Sivepa, even began to tease me by composing a song about what he
 considered to be an oddity of mine; every second line in this song
 (which he improvised as we walked along the road) began with the words
 "iji tiri pejetei" (the time when the volcano blew up)--I knew that
 from that time onwards I could never use this phrase without looking
 a little ridiculous. Such levity would have been unthinkable in
 Hohorita. For most Hohorita people, the time of the eruption marked
 the death of some, or many, of their closest relatives.

731 In the files of the Department of District Administration I
 165 saw the official estimate of indigenous casualties in the eruption
 (Table 1).^a The toll of the dead from the Sangara tribe was evidently
 established by taking the total resident population of the Sangara
 group of villages (1964) and subtracting from that total, 170 known
 Sangara survivors. To these figures, 800 "Andemba dead" must be added
 as these were also Sangara. According to these figures, 94% of all
 Sangara died in the eruption. I have already pointed out that most of
 the survivors either came from villages lying at the boundary of the
 devastation area or happened to be away from home when the disaster
 occurred. They escaped to Cape Killerton, were placed in an evacuation
 camp at Oro Bay, shifted to Popondetta and in May, 1951, were able to
 settle at the Northern edge of Sangara territory, in a village called
 Irihambo where they found themselves under the close personal care of
 Bishop Hand who encouraged them to build a fine new church. The
 Bishop's purpose, as he explained to me, was to give this minute remnant
 of the powerful Sangara tribe a sense of community, some hope in life.
 621 It was the people who chose the site for the village; the Bishop hoped
 361 that later on, it could become a centre for cocoa production as climate
 425 and soil suits this crop very well. At that time, neither the people
 nor the government seemed aware that the land occupied by the Sangara
 was no longer in law their property.

The whole block North of Irihambo as well as East of it had
 been bought by the Crown around 1910, with the intention of encouraging
 425 sugar plantations there, but this plan was stopped by sugar interests
 657 in Australia. In the middle 1950's, a new plan arose to use this
 extremely fertile area for cocoa plantations. Most of it was settled
 in 1959 by Australian ex-servicemen, financed by a Credit Board
 (Howlett, 1965). As this plan was in its initial stages, it was
 discovered that the Sangara people were on the land and, in law, were
 A [See Cat. 116, p. 205--Analyst]

425 trespassing there. Bishop David recalled, in my interview with him,
 657 how amazed the people were that the land was no longer theirs: "What
 is this business of our land being sold? Our fathers sold it; we
 should be able to get it back." In spite of the Bishop's protests,
 [361] the people had to leave their new village. They then moved about two
 miles closer to the mountain and to the centre of their traditional
 land holdings and chose the site of Hohorita. (The Irihambo village
 used not only Crown land but also the land of a planter, Mr. C. E.
 Searle, who tells me he never objected to the presence of the village.
 The situation is illustrated on Map XIII.)

361 The shift from Irihambo was a gradual process, during which
 657 several groups set up new villages independently. Today, the population
 of Irihambo is dispersed over six locations: first, two large villages,
 one behind the other, which have now virtually fused into one and
 together are known as Hohorita; immediately to the side of this, a
 mission station, with a church built of bush materials, similar to the
 one at Sasembata, but not of the superior standard achieved at Irihambo;
 finally three smaller breakaway villages, called Sombou, Kakita and--
 again--Irihambo. Though Hohorita people today are not ready to admit
 it, they must have been very angry when they were told their Irihambo
 land was to be occupied by white ex-servicemen. They pulled down the
 beautiful church at Irihambo, much to the Bishop's chagrin.

Under the impact of the Migaturu Local Government Council,
 Hohorita nonetheless gradually assumed the character of the other
 modern resettlement villages; by June, 1967, the biggest of the breakaway
 groups had joined the main village, which no longer looked like two
 separate units but had been spatially integrated; the houses were
 being aligned and modernised; in other more fundamental respects the
 [177] Sangara people had become rather rapidly acculturated. By the criteria
 used in the present study, acculturation had progressed rather more
 rapidly than at Sivepe, though also more unevenly. In many respects,
 [731] Hohorita had more difficult problems to surmount than Sivepe: the
 death toll had left the tribe virtually leaderless; the resettlement
 village was made up of the survivors of a dozen villages or more, which
 made it rather heterogeneous; land titles were far more confused than
 before the eruption; the establishment of an *esprit de corps* required
 the forgetting of deep traditional intervillage antagonisms; a deep
 sense of insecurity had been caused, first by the disaster and the
 deaths and later, probably, to some extent by the failure of settlement
 at Irihambo.

731 It was the general hypothesis of this comparative study of ten
 177 displaced communities in the Pacific that displacement would lead to
 accelerated culture change in some directions. This hypothesis was
 tested by using, in each case, a control community, similar to the
 relocated community but lacking the experience of relocation. In the
 [121] case analysed in the present report, the experience of displacement at
 Sivepe was comparatively mild in that the people soon returned to their
 traditional land holdings and formed a village identical in personnel
 A [See Cat. 116, p. End Map 12--Analyst]

WHAT DID THE ERUPTION MEAN?

333

791 of the evacuation camp provide an interesting case study in the
 relation between administration and Papuan ideologies.

657 Several frightening explosions and floods occurred in February
 and early March 1951. These vindicated the administration's re-
 791 stricted area policy, which kept the mountain slopes out of
 166 bounds. But after the period of acute volcanic phenomena was
 over, Orokaiva pressure on Mr. Kaad, administrator of the Ilimo
 Camp, grew steadily. The opening up of restricted areas began as
 early as April 1951, so that the population of Ilimo began to
 decline sharply in that month—from 2,000 to about 1,000. It
 declined to 500 before the camp was closed in May. Although the
 speed of resettlement did not actually conflict with administration
 policy, Kaad freely admits that the pace was forced by Orokaiva
 pressure.

[769] This speedy return to the land was prompted largely by fears
 which rapidly began to overshadow the Sasembata villagers' fear
 of the mountain. In part, these fears were religious. Separation
 from the land meant separation from ancestral spirits who were
 left altogether untended when the whole community lost access to
 the land. Proper birth rites and ritual care for infants became im-
 possible, as was ritual care for the dead, for both must be per-
 formed on the taro field associated with certain deceased consan-
 422 guines. On the sociojural level, the migration of an entire agnatic
 group was dangerous since it could activate residual rights over
 land which were held by other agnatic groups.

121 It is likely that the same anguish about separation from the land
 would have been felt by most swidden agriculturists in the same
 circumstances. Such anguish cannot be fully explained by the reli-
 gious and jural system prevailing in one culture alone. My purpose
 in this chapter, however, is more limited. It is to relate Orokaiva
 ideas about the eruption to Orokaiva ideas about land and spatial
 movement.

422 These ideas are part of the structural patterns to which I re-
 425 ferred above: the weakness of corporate groups and the emphasis
 on the exchange system (see also Rimoldi 1966; Schwimmer
 1970a, n.d.). At least half the land in Sivepe and nearly all the
 land in Inonda is occupied by persons other than the agnatic cor-
 poration acknowledged to be the "original" owners. Occupation
 of such land arises mainly out of use rights granted by these own-
 ers to nonagnates. In practice such use rights often become heredi-

423 tary within the user's agnatic group. Although the use rights were,
425 at first, mostly granted as an act of friendship, occupation may
continue even when positive reciprocity is no longer well main-
tained between owner and user and the owner would like to find
pretexts for recovering the land.

It is a clear rule that land reverts to the owner as part of his residual rights as soon as the user ceases to occupy it. Hence departure, even by individuals, at once raises a problem of maintaining control over use-right land. An individual does not leave his land for more than a few days without appointing some person to look after it. This person may be an agnatic or uterine kinsman or an affine whose wife is consanguine to owner or user. Men taking jobs outside the village regularly resort to the appointment of a caretaker for their land. This practice has not only ritual but also legal implications. The caretaker will fight other claims to the land, if only because he himself has become the occupier and the legal beneficiary of its products. If the original occupier stays away too long and his social position in the village is not strong, he may have trouble recovering his land from the caretaker upon his return. This is a risk arising in many cases of labor migration, ux- orilocal marriage, adoption, or departures prompted by personal conflicts.

731 Interviews I conducted in 1966 and 1967 showed that the
423 evacuees at Ilimo were extremely fearful for the safety of their
425 land. The danger they feared most was the activating of residual
rights by persons whose agnatic group had at one time been asso-
ciated with their land.¹⁷ Community relocation, by its very nature,
leaves nobody behind to look after the land. It thus creates a legal vacuum that is ordinarily absent in migrations of individuals and small groups. Any individual who sneaked out of Ilimo and settled on a coveted piece of land to which he had some residual rights would be hard to dislodge under the conditions of Pax Australiana because the Australians, so far, have been able to maintain law and order without the benefit of land registration.

182 The fears about losing the land which explain much of the ten-
423 sion at Ilimo Camp are a direct consequence of conflicts implicit
614 in Orokaiva social structure. The institution of land borrowing,
the retention of residual rights over several generations, and the
consequent multiplicity of rights and claims over land parcels are
directly related to the small size of corporate groups and the

- 731 10. Compare this with the school at Sasembata, which teaches to grade six.
871
- 731 11. A small band of Orokaiva captured European fugitives, including male and
184 female missionaries, and handed them over to the Japanese. The members of
182 this band came from the area east of Mount Lamington inhabited by what
Williams called the Sauaha tribe.
- 823 12. Though the Sumbiripa cycle of myths was not noted by Williams, I feel con-
713 fident it existed prior to 1951, partly on evidence given in Schwimmer (1969)
184 and partly on the evidence of a myth recorded in Belshaw (1951).
182
- 823 13. For sources on Orokaiva leadership, see Reay (1953) and Schwimmer
713 (1967).
- 731 14. The term "Waseta tribe" used by Williams is perhaps unfortunate, as I
[829] demonstrated elsewhere (Schwimmer 1969:49-53). It is used here for the
[101] sake of convenience to group together the people from the Waseta area, all of
whom were quartered at Ilimo evacuation camp. The name "Waseta" is not
used as a tribal name by Orokaiva; it denotes no more than the village where
Williams happened to do his fieldwork.
- [184] 15. See also Waddell and Krinks (1968:16, fn. 3). In the final section of this
[813] chapter, I argue that the geophysical explanation is important for anthropo-
logical analysis, since it foreshadows structural change in the Orokaiva
cognitive system.
- 731 16. These two oppositions are, as I understand it, singled out for detailed study
184 in most of the chapters in this comparative volume. Unfortunately, a more
829 detailed discussion is impossible in this chapter. Transactions between gov-
ernment and people during the relocation process have been described fully
in Schwimmer (1969), including the massive administration intervention in
the evacuation camps, the changes of location of government and mission
centers after the eruption, and the gradual widening of the scope of govern-
ment and mission activities. In my earlier report, I also referred in detail to
the manner in which the relation between whites and Papuans is mediated
by Papuan mission teachers, village constables, and other functionaries. On
an ideological level the entire 'new age' rhetoric discussed in this chapter
may be regarded as a form of mediation between microsystem and macro-
system.
- [619] With regard to boundary maintenance, empirical evidence is available in
my earlier report about the relations between the evacuees and the people
among whom they lived. At Ilimo something akin to traditional friendly
host-guest relations were established. I stress in the present essay the am-
biguity of the boundary maintenance patterns. There is an ideology ad-
vocating unity and there is increasing evidence of common action, especially
in the context of formal organizations set up under the influence of ad-
ministration and mission, while individual webs of intertribal relationships
tend to become denser as a result of migration associated with schooling,
employment, and so forth. At the same time, tribalism is still the underlying
principle in most transactional contexts.
- 731 17. This does not contradict my earlier statement (1969:66) that there was a
423 brief period when the evacuees feared the government would take their land.
425 Kaad reported to me that this fear existed, and I do not doubt it. In

WHAT DID THE ERUPTION MEAN?

341

1966-1967, however, this fear was not mentioned to me by informants, whereas I often heard of their worries about the danger that relatives from other villages might take their land, goods, and chattels.

18. On the average, an Orokaiva derives approximately half his land from patrilineal inheritance. In accordance with British terminology, I have called this "patrimony land." The other half comes from a variety of sources, mostly from uterine kin.

[pp. 342-400 not processed]